

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934:**

For the fiscal year ended April 27, 2013

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File No. 000-24385

SCHOOL SPECIALTY, INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

**W6316 Design Drive
Greenville, Wisconsin**

(Address of principal executive offices)

39-0971239

(I.R.S. Employer
Identification No.)

54942

(Zip Code)

Registrant's telephone number, including area code: (920) 734-5712

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

None

Name of each exchange on which registered

None

Securities registered pursuant to Section 12(g) of the Act: Common Stock, \$0.001 par value

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if smaller reporting company)

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting stock held by nonaffiliates of the Registrant, as of October 27, 2012, was approximately \$34,330,319. As of June 12, 2013, there were 1,000,004 shares of the Registrant's common stock outstanding.

PART I

Item 1. Business

Unless the context requires otherwise, all references to "School Specialty," the "Company," "we" or "our" refer to School Specialty, Inc. and its subsidiaries. Our fiscal year ends on the last Saturday in April of each year. In this Annual Report on Form 10-K ("Annual Report"), we refer to fiscal years by reference to the calendar year in which they end (e.g., the fiscal year ended April 27, 2013 is referred to as "fiscal 2013").

Bankruptcy Filing

On January 28, 2013, School Specialty, Inc. and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The cases (the "Chapter 11 Cases") were jointly administered as Case No. 13-10125 (KJC) under the caption "In re School Specialty, Inc., et al." The Debtors continued to operate their business as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of Chapter 11 and orders of the Bankruptcy Court. The Company's foreign subsidiaries were not part of the Chapter 11 Cases.

The Chapter 11 Cases were filed in response to an environment of ongoing declines in school spending and a lack of sufficient liquidity, including trade credit provided by the Debtors' vendors, to permit the Debtors to pursue their business strategy to position the School Specialty brands successfully for the long term. As a result of the Chapter 11 filing, the Company's common stock was delisted from the NASDAQ Stock Market, effective March 1, 2013.

On May 23, 2013, the Bankruptcy Court entered an order confirming the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan"), and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan, which is described in additional detail below, became effective on June 11, 2013 (the "Effective Date"). Pursuant to the Reorganization Plan, on the Effective Date, the Company's existing credit agreements, outstanding convertible subordinated debentures, equity plans and certain other agreements were cancelled. In addition, all outstanding equity interests of the Company that were issued and outstanding prior to the Effective Date were cancelled on the Effective Date. Also on the Effective Date, in accordance with and as authorized by the Reorganization Plan, the Company reincorporated in Delaware and issued a total of 1,000,004 shares of Common Stock of the reorganized Company to holders of certain allowed claims against the Debtors in exchange for such claims. As of June 12, 2013, there were 60 record holders of the new common stock of the reorganized Company issued pursuant to the Reorganization Plan.

The Reorganization Plan

General

The Reorganization Plan generally provided for the payment in full in cash on or as soon as practicable after the Effective Date of specified claims, including:

- All claims (the "DIP Financing Claims") under the Debtor-in-Possession Credit Agreement (the "ABL DIP Agreement") by and among Wells Fargo Capital Finance, LLC (as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner) and GE Capital Markets, Inc. (as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent), General Electric Capital Corporation (as syndication agent), the lenders party to the ABL DIP Facility (as defined below), and the Company and certain of its subsidiaries;
- Certain pre-petition secured claims;
- All claims relating to the costs and expenses of administering the Chapter 11 Cases; and
- All priority claims.

In addition, the Reorganization Plan generally provides for the treatment of allowed claims against, and equity interests in, the Debtors as follows:

- The lenders under the Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the “Ad Hoc DIP Agreement”) by and among the Company, certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent and the lenders party thereto were entitled to receive (i) cash in an approximate amount of \$98.3 million, and (ii) 65% of the common stock of the reorganized Company;
- Each holder of an allowed general unsecured claim is entitled to receive a deferred cash payment equal to 20% of such allowed claim, plus interest, on the terms described in the Reorganization Plan;
- Each holder of an unsecured claim arising from the provision of goods and/or services to the Debtors in the ordinary course of its pre-petition trade relationship with the Debtors, with whom the reorganized Debtors continue to do business after the Effective Date, is entitled to receive a deferred cash payment equal to 20% of such claim, plus interest, on the terms described in the Reorganization Plan. Such holders may increase their percentage recoveries to 45%, plus interest, by electing to provide the reorganized Debtors with customary trade terms for a specified period, as described in the Reorganization Plan;
- Each holder of the Company’s 3.75% Convertible Subordinated Debentures due 2026, as further described elsewhere in this report, received its pro rata share of 35% of the common stock of the reorganized Company;
- Each holder of an allowed general unsecured claim or allowed trade unsecured claim of \$3,000 or less, or any holder of a general unsecured claim or trade unsecured claim in excess of \$3,000 that agreed to voluntarily reduce the amount of its claim to \$3,000 under the terms described in the Reorganization Plan, was entitled to receive a cash payment equal to 20% of such allowed claim on or as soon as practicable after the Effective Date; and
- Holders of equity interests in the Company prior to the Effective Date, including claims arising out of or with respect to such equity interests, were not entitled to receive any distribution under the Reorganization Plan.

Exit Facilities

As of the Effective Date, the Debtors closed on the exit credit facilities, the proceeds of which were or will be, among other things, used to (i) pay in cash the DIP Financing Claims, to the extent provided for in the Reorganization Plan, (ii) make required distributions under the Reorganization Plan, (iii) satisfy certain Reorganization Plan-related expenses, and (iv) fund the reorganized Company’s working capital needs. The terms of the exit credit facilities are described under Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, below.

Equity Interests

As mentioned above, all shares of the Company’s common stock outstanding prior to the Effective Date were cancelled and extinguished as of the Effective Date. In accordance with the Reorganization Plan, on the Effective Date, the reorganized Company issued the new common stock, subject to dilution pursuant to the Management Incentive Plan (as defined and described below). The Company issued 1,000,004 shares of new common stock on the Effective Date pursuant to the Reorganization Plan, which constitutes the total number of shares of new common stock outstanding immediately following the Effective Date, subject to dilution pursuant to the Management Incentive Plan.

On the Effective Date, equity interests in the Company’s U.S. subsidiaries were deemed cancelled and extinguished and of no further force and effect, and each reorganized subsidiary was deemed to issue and

distribute the new subsidiary equity interests. The ownership and terms of such new subsidiary equity interests in the reorganized subsidiaries are the same as the ownership and terms of the equity interests in these subsidiaries immediately prior to the Effective Date, except as otherwise provided in the Reorganization Plan.

Reincorporation in Delaware; Amendments to Articles of Incorporation

On the Effective Date, the Company was reincorporated as a Delaware corporation. Prior to the Effective Date, the Company caused a new wholly owned subsidiary to be formed in Delaware. On the Effective Date, the Company entered into a plan of merger with the Delaware subsidiary, providing for the Company to merge with and into the Delaware subsidiary, so that the Company's separate corporate existence as a Wisconsin corporation ceased and the Delaware subsidiary was the surviving corporation. The certificates of incorporation of the reorganized Company and its reorganized subsidiaries were amended to be consistent with the provisions of the Reorganization Plan and the Bankruptcy Code, including the prohibition of issuance of nonvoting equity securities only for so long as, and to the extent that, the issuance of nonvoting equity securities is prohibited by the Bankruptcy Code. The reorganized Company was authorized to issue the new common stock for distribution in accordance with the terms of this Reorganization Plan and the amended certificate of incorporation without the need for any further corporate or shareholder action.

Appointment of Senior Executive Officers and Directors

Pursuant to the Reorganization Plan, on the Effective Date, the terms of the directors and managers of the board of directors or board of managers of the Debtors expired and such directors and managers were deemed removed from such boards. The initial board of directors of the reorganized Company is comprised of four members, including:

- Michael P. Lavelle, the Company's Chief Executive Officer; and
- Three directors, including Madhu Satyanarayana, Justin Lu and James R. Henderson, as designated by the three largest lenders under the Ad Hoc DIP Agreement.

All of the other lenders under the Ad Hoc DIP Agreement had the right to designate an additional director under the Reorganization Plan. These lenders determined not to exercise their right, and have requested that the board of directors designate the additional director at its discretion.

On the Effective Date, the officers of each of the reorganized Company and subsidiaries were appointed in accordance with the provisions of the new organizational documents.

On July 22, 2013 the Company entered into a Transition and Separation Agreement and Mutual General Release (the "Transition Agreement") with Mr. Lavelle, pursuant to which Mr. Lavelle resigned as President and Chief Executive Officer of the Company, and as a member of the board of directors of the Company, effective as of such date after August 2, 2013 as determined by the board of directors, but not later than September 1, 2013. The effective date is expected to be August 9, 2013. As discussed in more detail in Item 10, Directors, Executive Officers and corporate Governance, because of the resignation of Mr. Lavelle, the board of directors appointed James R. Henderson to serve as interim Chief Executive Officer of the Company.

Restructuring

The Reorganization Plan provided as soon as reasonably practicable after the Effective Date, that the reorganized Company and subsidiaries may simplify and rationalize their corporate structures by eliminating certain entities deemed no longer essential. As of the date hereof, the Company has not eliminated any such entities.

Management Incentive Plan

The Reorganization Plan provides that, following the Effective Date, the board of directors of the reorganized Company will determine the terms of an incentive plan (a "Management Incentive Plan") permitting the reorganized Company to grant participating employees, officers and directors of the reorganized Company shares of common stock of the reorganized Company and/or options to acquire shares of common stock, and/or to provide such participating employees, officers and directors with such other consideration, including cash bonuses, as the new board of directors may determine.

Company Overview

School Specialty is a leading education company serving the pre-kindergarten through twelfth grade (“preK-12”) market with innovative and value-added instructional solutions that address a broad spectrum of educational needs, from basic school supplies to standards-based curriculum solutions. The Company offers its products through two operating groups: Accelerated Learning and Educational Resources. Accelerated Learning provides core and supplemental curriculum programs that help educators deepen students’ subject matter understanding and accelerate the speed of learning. This group intends to expand its portfolio of instructional programs, combining print-based and digital instructional and assessment tools to deliver value to educators and build competitive advantages in the marketplace. We believe the Educational Resources group offers educators the broadest range and deepest assortment of basic school supplies, supplemental learning products, classroom equipment and furniture available from a single supplier. That positioning creates competitive advantages in the ability to aggregate products and deliver materials in cross curricular and educational category kits. The group further differentiates itself through proprietary product development activities that result in innovative approaches to early childhood and student learning.

Across both groups, we reach our customers through a sales force of approximately 497 professionals, 8.9 million catalogs, and our proprietary e-commerce websites. In fiscal 2013, we believe we sold products to approximately 70% of the estimated 130,000 schools in the United States and we believe we reached a majority of the 3.8 million teachers in those schools. For fiscal 2013 we generated revenues of \$675.0 million.

The following is a more complete description of our two operating groups, or segments. Financial information about our segments, as well as geographic information, is included in Note 16 under Item 8, Financial Statements and Supplementary Data.

Accelerated Learning Segment. Our Accelerated Learning segment is a preK-12 curriculum-based publisher of proprietary and nonproprietary products and services supporting the following areas:

- Science
- Math
- Reading and Math Intervention
- Planning and Student Development
- Coordinated School Health

Products in our Accelerated Learning segment are typically sold to teachers, curriculum specialists and other educators with direct responsibility for advancing student outcomes.

Accelerated Learning develops standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Its offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of more than 50 product development associates create and work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness.

Our product portfolio is guided by K-12 curriculum standards, which can vary by state, but there is a consistency that allows for the creation of nationally marketed programs with the occasional customized development of state-specific curriculum solutions. We believe our Accelerated Learning operating segment provides a broad collection of educational programs that effectively combines supplemental curriculum solutions, academic planning and organization, inquiry based (hands-on) learning, comprehensive learning kits, extensive performance assessments, and consultant-led or web-delivered teacher training.

Our Accelerated Learning segment product lines include Premier Agendas™, Delta Education®, FOSS®, CPO Science™, Frey Scientific®, Educator's Publishing Service®, Academy of Reading®, Wordly Wise 3000®, ThinkMath!™, Making Connections®, S.P.I.R.E.® and SPARK®. Our Accelerated Learning products and services accounted for approximately 26% of our revenues in fiscal 2013.

Educational Resources Segment. Our Educational Resources segment provides supplemental educational materials to educators in the preK-12 market. Products include a comprehensive line of everyday consumables and instructional materials and furniture and equipment. Educational Resources products are marketed using a category management structure that focuses on customer segments within three primary product categories: Administrator, Educator and Furniture.

- The Administrator category offers basic classroom supplies, office products, janitorial and sanitation supplies, school equipment, technology products and paper.
- The Educator category includes supplemental learning materials, teaching resources, art supplies, early childhood products, physical education equipment and special needs equipment and classroom technology.
- The Furniture category includes classroom furniture, library furniture, cafeteria furniture, office furniture, fixed furniture such as bleachers and lockers, as well as construction and project management services.

We believe Educational Resources offers the broadest range and deepest assortment of basic school supplies, supplemental learning products, classroom equipment and furniture available from a single supplier. It also differentiates its offerings through proprietary product development that results in innovative instructional tools and service solutions for the education marketplace. Its ability to provide offerings across a broad range of educational categories, aggregate school purchases, and offer a suite of value-added professional services helps save school administrators' time and money by providing solutions to supply chain issues, back-to-school logistics and construction management services.

Educational Resources products include both proprietary branded products and national brands. The segment's well-known proprietary brands include Education Essentials®, Sportime®, Childcraft®, Sax® Arts & Crafts, Califone®, abc®, Abilitations®, School Smart®, Classroom Select® and Projects by Design®. Educational Resources products and services accounted for approximately 74% of our revenues for fiscal 2013.

School Specialty, Inc., founded in October 1959, was acquired by U.S. Office Products in May 1996. In June 1998, School Specialty was spun-off from U.S. Office Products in a tax-free transaction. In August 2000, we reincorporated from Delaware to Wisconsin. In accordance with the Reorganization Plan, in June 2013, the Company was reincorporated in Delaware. Our principal offices are located at W6316 Design Drive, Greenville, Wisconsin 54942, and our telephone number is (920) 734-5712. Our general website address is www.schoolspecialty.com. You may obtain, free of charge, copies of this Annual Report on Form 10-K as well as our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K (and amendments to those reports) filed with, or furnished to, the Securities Exchange Commission as soon as reasonably practicable after we have filed or furnished such reports by accessing our website at <http://www.schoolspecialty.com>, selecting "Investors" and then selecting the "SEC Filings" link. Information contained in any of our websites is not deemed to be a part of this Annual Report.

Industry Overview

The United States preK-12 education market is a large industry that has historically exhibited attractive and stable growth characteristics, despite fluctuations in the U.S. economy. For example, during the recessions of 1981-1983, 1991-1992 and 2001-2002, preK-12 education funding in the United States grew at compound annual growth rates ("CAGRs") of 5.3%, 5.0% and 4.7%, respectively. However, the significant downturn in the general economy from 2008 through 2013 has had a major impact on all sectors of the economy, including education.

Public education funding for school districts with over 15,000 students typically comes from three major sources: state funding which provides about 47%, local funding which provides about 43% and federal funding which provides about 10%. The ongoing pressure on state budgets has negatively impacted school funding and, in turn, school spending has been much more severely affected than in prior recessions. In addition, local tax revenues have been dramatically affected by lower property tax receipts, further restricting educational spending.

Over the long term, we expect total educational expenditures (excluding capital outlays and interest on debt) to stabilize and then rise when state and local funding returns to more normalized levels. While recent macroeconomic events have created an unprecedented reduction in school budgets, spending per student and student enrollment are the two primary drivers of future education expenditures, and each is predicted to rise over the next nine years. According to the National Center for Education Statistics, public and private preK-12 enrollment is projected to rise from 54.9 million in 2012-13 school year to 57.9 million by the 2020-21 school year. Total public school enrollment is projected to increase each year from 2013 to 2020.

Our focus within the United States preK-12 education market is on supplemental educational products, equipment and standards-based curriculum in targeted subject areas. Our customers are teachers, curriculum specialists, individual schools and school districts who purchase products and instructional solutions for school and classroom use. We estimate that our addressable market for supplemental educational products, equipment and curriculum has generally tracked education funding and currently is approximately \$6 billion to \$7 billion.

The supplemental educational products and equipment market is highly fragmented with over 3,000 retail and wholesale companies providing products and equipment, a majority of which are family- or employee-owned, regional companies that generate annual revenues under \$10 million. The standards-based curriculum market is highly competitive and School Specialty competes with several large, well-known education companies as well as smaller, niche companies. Curriculum purchases are heavily influenced by state-adoption calendars and open territory states, which are those states that do not follow adoption calendars.

We believe the increasing customer demands for single source suppliers, prompt order fulfillment and competitive pricing are acting as catalysts for industry consolidation. In addition, we believe these factors are more important in today's economic environment, since school districts are moving toward increased centralization of their purchasing decision-making. This includes an increasing portion of school spending that is done through large purchasing cooperatives. We believe these changes should drive growth in the demand for curriculum- and age-focused instructional and educational products. We believe that in the long-term, these industry trends will have a favorable competitive impact on our business, and that we are well positioned to utilize our operational capabilities, recognized brands, respected educational content and curriculum development expertise, and broad product offering to meet evolving customer demands.

Recent Acquisitions

We have acquired two businesses since fiscal 2008:

Fiscal 2011

Telex. On April 4, 2011, we completed the acquisition of a portion of the operating assets of Telex, a division of Bosch Security Systems, Inc., for an aggregate purchase price of \$0.4 million. The assets acquired relate to Telex's distribution of headphones, earphones, headsets, and their replaceable cords used in the education marketplace. The earphone and headphone models acquired included the Discovery, Odyssey, Explorer and 610 models. This business has been integrated into the Company's Califone business unit within the Educational Resources segment.

Fiscal 2010

AutoSkill International, Inc. On August 19, 2009, we completed the acquisition of AutoSkill International, Inc. (“AutoSkill”) for an aggregate purchase price of \$12 million. AutoSkill is a leading education technology company that provides educators with reading and math intervention solutions for struggling students. This business has been integrated into the Company’s Educator’s Publishing Service business within the Accelerated Learning segment.

Competitive Strengths

We attribute our strong competitive position to the following key factors:

A Market Leader in Fragmented Industry. We are one of the largest providers of supplemental educational products and equipment to the preK-12 education markets in the United States and Canada. Within our industry, there are over 3,000 retail and wholesale competitors, a majority of which are family or employee-owned, regional companies that generate annual revenues under \$10 million. We believe that our scale and scope of operations relative to our education competitors provide several competitive advantages, including a broader product offering, advantageous purchasing power, a national distribution network and the ability to manage the seasonality and peak shipping requirements of the school purchasing cycle.

Largest Product Offering and Premier Brands. With over 75,000 items ranging from classroom supplies, furniture and playground equipment, and standards-based curriculum solutions, we believe we are the only national provider of a broad range of supplemental educational products and equipment to meet substantially all of the needs of schools and teachers in the preK-12 education market. Our breadth of offerings creates opportunities to repurpose or repackage traditional supplemental materials with supplemental curriculum solutions into kits or groups of related items that our customers value. In addition, we believe we have many of the most established brands in the industry that are recognized by educators across the country, with some brands more than 100 years old. We believe that the brand loyalty our products enjoy represents a significant competitive advantage. In addition, approximately 40% of our revenues are derived from our proprietary products, many of which are curriculum-based, which typically generate higher margins than our non-proprietary products.

Strong Customer Reach and Relationships. We have developed a highly integrated, three-tiered sales and marketing approach which we believe provides us with an unparalleled ability to reach teachers and curriculum specialists as well as school district and individual school administrators. We reach our customers through the industry’s largest sales force of approximately 497 professionals, catalog mailings and our proprietary e-commerce websites. In fiscal 2013, we estimate that we sold products to approximately 70% of the estimated 130,000 schools in the United States and reached a majority of the 3.8 million teachers in those schools. We utilize our extensive customer databases to selectively target the appropriate customers for our catalog offerings. Additionally, we have invested heavily in the development of our e-commerce websites, which provide broad product offerings and which we believe generate higher internet sales than many of our education competitors. Revenues derived directly from internet sales, which were approximately 21.3% of our sales in fiscal 2013 compared to less than 17% of our sales in fiscal 2009, have increased as more school districts and teachers go online to order supplies.

Highly Diversified Business Mix. Our broad product portfolio and geographic reach minimize our concentration and exposure to any one school district, state, product or supplier. In fiscal 2013, our top 10 school district customers collectively accounted for less than 10% of revenues and our customers within any one state collectively accounted for less than 10% of revenues. For the same period, our top 100 products accounted for less than 11% of revenues. Products from our top 10 suppliers generated less than 21% of revenues in fiscal 2013. We believe this diversification somewhat limits our exposure to state and local funding cycles and to product demand trends.

Strong Repeat Business. Over 70% of our revenues are generated from the sale of consumable products, which typically need to be replaced each school year. We continue to maintain strong relationships with schools, school districts and other customers and believe our customer retention rate is over 90% in a highly competitive business.

Strong Cost Controls and Focus on Working Capital. Despite our revenue declines in recent years, we believe our focus on cost reductions and aggressive management of working capital, are positioning the Company to capitalize on future revenue growth when the economy and school funding return to more normal levels. We continue to focus on growing revenues within our Accelerated Learning and Educational Resources segments, increasing our mix of proprietary products and improving our operations. We also enjoy highly predictable working capital cycles.

Focus on Growth Opportunities through Transformation Initiatives and Partnerships. In addition, we believe we have multiple long term revenue growth and margin improvement opportunities, including enhancing our sales efforts in under-penetrated states, expanding our private-label business, further developing our educational curriculum and technology offerings, increasing sourcing from overseas, optimizing direct marketing operations, increasing supply chain efficiency and expanding our product line through strategic extensions. We are actively pursuing partnering opportunities for content development and distribution. We also believe our movement toward organizing around product and customer categories has better synchronized our go-to-market strategies, product development efforts and supplier relationships.

Growth Strategy

We are in the process of implementing a strategy to turnaround the Company and are focused on four immediate priorities and objectives:

- Targeting investments that will best capitalize on growth opportunities and increase EBITDA;
- Building product management and marketing capabilities to transform the organization;
- Identifying and exiting product lines with inadequate returns; and
- Driving a change in culture that focuses on accountability and organic growth.

The Company's long term initiatives are intended to enhance organic growth, improve margins, and evaluate capital investments and allocation. Those initiatives are based on five major themes, including:

- Improving product management and market focus;
- Optimizing our business;
- Improving the customer experience;
- Expanding into new markets; and
- Improving communication.

Organic Growth. We are focused on growing revenues and profits from our existing product lines and possible line extensions. We are cautiously optimistic that schools are at or near the bottom of funding levels. As schools begin the slow return to more normalized spending we plan to increase our share of this spending and organically grow our revenues in the long-term by:

- Optimizing product quality and market focus within the higher margin business;
- Unifying and aligning our marketing efforts;
- Enhancing the usability of our website and our web-based marketing initiatives;

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- Developing new curriculum, supplemental learning and technology solutions in response to industry trends and educator needs;
 - Increasing our focus and selling resources in under-penetrated states and districts; and
 - Seeking new channels for growth, such as expanding our relationships with both large purchasing cooperatives, third party internet resources and international partners.

Margin Improvement. As we grow our revenues, we plan to increase margins by:

- Continuing to expand our private label business through the introduction of new products;
- Increasing the efficiency and speed of delivery for products sourced from low-cost, overseas manufacturers;
- Improving efficiencies of our supply chain activities, and driving overall efficiencies through our company-wide, lean-based process improvement program;
- Evaluating the benefits of consolidation of distribution centers and eliminating of redundant expenses; and
- Utilizing our purchasing scale to negotiate favorable supplier terms and conditions.

Evaluation of Capital Investment and Allocation: We are in the process of a major review of all of our product lines and businesses to determine those with unacceptable or inadequate profitability, while simultaneously analyzing the appropriate solution to maximize our returns, either from disposition or further capital investment. We expect to finalize this analysis by the end of fiscal 2014.

Product Lines

We market two broad categories of supplemental educational products and equipment: Accelerated Learning products and Educational Resources products. Our Accelerated Learning products enrich our Educational Resources product offering and create opportunities to cross merchandise our Accelerated Learning products, many of which are proprietary, to our Educational Resources customers.

Our **Accelerated Learning** offerings are focused in the following areas:

Planning and Student Development: We believe we are the largest provider of planning and student development content in the United States and Canada, which is delivered through student agendas. Our offerings are focused on developing better personal, social and organizational skills, as well as serving as an effective tool for students and parents to track and monitor their daily activities, assignments and achievements. Many of our agendas are customized at the school level to include each school's academic, athletic and extra-curricular activities. Our agendas are primarily marketed under the Premier™ brand name. We are also a leading publisher of school forms, including record books, grade books, teacher planners and other printed forms under the brand name Hammond & Stephens™.

Science: Our leading science position, largely comprised of highly recognized proprietary or exclusive offerings, provides learning resources focused on promoting scientific education and inquiry, literacy and achievement to the preK-12 education market. Our products range from laboratory supplies, equipment and furniture to highly effective hands-on learning curriculums. Our science brands include FOSS ® (Full Option Science System), Frey Scientific®, Delta Science Modules™, Delta Education®, CPO Science™, and Neo/SCI®.

Literacy & Intervention: Our reading and math intervention programs, which are standards- and curriculum-based products, are focused on providing educators and parents effective tools to encourage and enhance literacy and mathematics skills, serving the K-12 grade levels. Educator's Publishing Service (EPS) provides tailored

reading and language arts instruction for students with special needs and proprietary instructional materials for educators. Our Academy of Reading[®] and Academy of Math[®] products offer comprehensive reading, math and response to intervention solutions to help K-12 schools close the achievement gap for students who fall below proficiency benchmarks. Our print and technology resources combine to meet the instructional needs of students possessing learning disabilities or are at risk for reading and math failure.

Coordinated School Health: We offer proven, research-based physical education and health solutions such as SPARK[®], which is a curriculum- and product-based program focused on promoting healthy, active lifestyles and combating childhood obesity. Each SPARK program provides a coordinated package of curriculum, on-site teacher training, and content-matched equipment from our Sportime[®] product line. The program maximizes physical activity during physical education classes by providing teachers with alternative games, dances and sports that ensure all students are actively engaged and learning.

Our **Educational Resources** offerings are focused in the following areas:

Administrator Category: We believe we are the largest marketer of school and classroom supplies into the school market. Through our School Specialty Educational Resources catalogs, which offer both national brands and many of our proprietary School Smart[®] products, we provide an extensive offering of basic supplies that are consumed in the school and classrooms. This offering includes office products, classroom supplies, janitorial and sanitation supplies, school equipment, technology and paper. These products are commodity based and require efficient supply chain, distribution and logistics expertise to be competitive. As a result of our large distribution network and supply chain expertise position, our customers view us as a preferred supplier in the Administrator category. Our School Smart private label brand products are primarily sourced direct from low-cost, overseas manufacturers, which we believe will allow us to enhance our product offering and improve profitability. Our School Smart brand is also represented in many of our Accelerated Learning offerings.

Educator Category: We believe we are the largest marketer of educator supplies and learning materials. Our Educator category includes art supplies, supplemental learning materials (reading, social studies, math and science), teaching resources, physical education equipment and classroom technology. Innovation, proprietary products, brand strength and direct merchandising are key success factors. These product offerings create opportunity for margin enhancement through innovation and unique assortments. The products in the Educator category serve the following areas:

Early Childhood. Our early childhood offering provides educators of young children with products that promote learning and development. Our full-line, highly proprietary offering provides educators with everything from advanced literacy and dramatic play to manipulatives, and basic arts and crafts. We manufacture award-winning early childhood wood furniture in our Bird-in-Hand Woodworks[®] facility. Our well-known early childhood brands include Childcraft[®] and abc[®].

Arts Education. Our leading market position is led by Sax[®] Arts & Crafts, which offers products and programs focused on nurturing creativity and self-expression through hands-on learning. The product line ranges from original cross-curricular lesson plans and teaching resource materials to basic art materials, such as paints, brushes and papers. Our arts education group is supported by our team of art consultants who proactively serve the education process locally and nationally by conducting workshops and providing curriculum assistance to art educators.

Physical Education & Health. We offer a full range of programs, solutions, resources and equipment designed to help improve student and staff wellness. Our products, which are primarily offered under our Sportime[®] brand, range from traditional sports equipment to unique and innovative products designed to encourage participation by all.

Special Learning Needs. We offer a full range of solutions for children with special learning needs through our Abilitations[®] and Integrations[®] product lines. Our proprietary solutions and products are designed to help educate children with learning, behavioral, sensory or physical differences and are focused on helping educators and therapists make a real difference in a child's life.

Audio Technology. We believe we are the leading provider of educator-inspired quality audio technology products, including state-of-the-art multi-media, audio visual and presentation equipment for the preK-12 education market. These products are marketed under the brand name Califone®.

Furniture Category: We believe we are the largest source for school furniture in the United States, offering a full range of school-specific furniture and equipment. Our offering allows us to equip an entire facility, refurbish a specific location within a school, such as a cafeteria, gymnasium or media center, or to replace individual items such as student desks and chairs. We launched a product line of proprietary furniture under our Classroom Select® brand. This offering is a highly functional and outstanding quality classroom furniture line. We also have been granted exclusive franchises for certain furniture lines in specific territories. In addition, we offer our proprietary service, Projects by Design®, which provides turn-key needs assessment, budget analysis and project management for new construction projects.

Our product development managers apply their extensive education industry experience to design curriculum- and age-specific products to enhance the learning experience. New product ideas are reviewed with customer focus groups and advisory panels comprised of educators to ensure new offerings will be well received and meet an educational need.

Our merchandising managers, many of whom were educators, continually review and update the product lines for each business. They determine whether current offerings are attractive to educators and anticipate future demand. The merchandising managers also travel to product fairs and conventions seeking out new product lines. This annual review process results in a constant reshaping and expansion of the educational materials and products we offer.

For further information regarding our Accelerated Learning and Educational Resources segments, see our “Segment Information” in the Notes to Consolidated Financial Statements under Item 8, Financial Statements and Supplementary Data.

Intellectual Property

We maintain a number of patents, trademarks, trade names, service marks and other intangible property rights that we believe have significant value and are important to our business. Our trademarks, trade names and service marks include the following: School Specialty®, Education Essentials®, School Smart®, Projects by Design®, Academy of Reading®, Academy of Math®, abc School Supply®, Integrations®, Abilitations®, Brodhead Garrett®, Califone®, Childcraft®, ClassroomDirect®, Frey Scientific®, Hammond & Stephens™, Premier Agendas™, Sax® Arts & Crafts, Sax® Family & Consumer Sciences, Sportime®, Delta Education®, Neo/SCI®, CPO Science™, EPS® and AutoSkill®. We also sell products under brands we license, such as FOSS®, ThinkMath!™, SPARK® and FranklinCovey® Seven Habits.

Sales and Marketing

Supplemental educational product procurement decisions are generally made at the classroom level by teachers and curriculum specialists and at the district and school levels by administrators. The Company currently has an expansive sales force that sells our products at the classroom, school and district level to educators nation-wide.

Our Accelerated Learning segment sales and marketing approach utilizes a field sales force of more than 220 professionals, supported by about 50 inside sales associates. The sales coverage is nationwide, with the largest student populated states served by a larger contingent of sales professionals. The field and inside sales associates are supported by 21 targeted catalogs and our brand-specific websites to deliver premium educational products to teachers and curriculum specialists.

Generally, for each Accelerated Learning product line, a major catalog containing its full product offering is distributed near the end of the calendar year and during the course of the year we mail additional supplemental catalogs. Schools, teachers and curriculum specialists can also access websites for product information and purchasing. Further, we believe that by cross-marketing our Accelerated Learning brands to Educational Resources customers, we can achieve substantial incremental sales.

Our Educational Resources segment sales and marketing approach utilizes a sales force of about 300 professionals, approximately 55 distinct catalog titles, and *School Specialty Online*[®], an e-commerce solution that enables us to tailor our product offerings and pricing to individual school districts and school administrators. In addition, by reorganizing using category management principles Educational Resources has targeted three primary product categories with specific customer characteristics: Administrator, Educator, and Furniture.

In the Administrator category, we leverage our national sales force, the largest distribution network in the market, and our supply chain expertise to reduce our customers' cost of acquisition in the most commonly purchased, highest volume commodity items used by schools. In the Educator category, we market our products through direct marketing channels. We compete by offering deep assortments in the most commonly purchased products, by leveraging our size to reduce product costs, and by driving customer retention and acquisition through sophisticated database analytics. In the Furniture category, our unique Projects by Design[®] service gives us significant competitive advantages by providing customers with value-added construction management support, from interior design through installation and field support. In the non-construction segment of furniture, we capitalize on relationship selling through the largest direct sales force in the market.

Schools typically purchase supplemental educational products based on established relationships with relatively few vendors. We seek to establish and maintain these critical relationships by assigning accounts within a specific geographic territory to a local area account manager who is supported by a centrally located customer service team. The account managers frequently call on existing customers to ascertain and fulfill their supplemental educational resource needs. The customer service representatives maintain contact with these customers throughout the order cycle and assist in order processing.

We have a national sales, marketing, distribution and customer service structure. We believe that this structure significantly improves our effectiveness through better sales management, resulting in higher regional penetration and significant cost savings through the reduction of distribution centers.

Projects by Design. Projects by Design[®] is a service we provide our customers free of charge to aid in the design, building and renovation of schools. Our professional designers prepare a detailed analysis of the building and individual classrooms to optimize the layout of student and teacher desks, student lockers and other classroom equipment and fixtures. Customers have the ability to view prospective classrooms through our innovative software in order to efficiently manage the project. We believe this service makes us an attractive alternative to other furniture and school fixture suppliers.

Internet Operations. Our internet channel activities through *School Specialty Online* are focused on enhancing customer loyalty, driving down cost by receiving more orders electronically and creating a full customer self-service portal. Our brands are available through *School Specialty Online* which allows our customers a single access point for purchasing. Our systems provide functionality to meet the specific needs of school districts and school customers, who generally purchase Educational Resources products, as well as the needs of individual teachers and curriculum specialists, who tend to buy Accelerated Learning products. *School Specialty Online* allows our customers to manage funding through the use of purchase order spending limitation, approval workflows, order management and reporting. In addition, we offer schools and districts the ability to fully integrate their procurement systems with *School Specialty Online*, which gives us another important link to our customers and a significant competitive advantage. It also includes other features that are more helpful to teachers, curriculum specialists and others with more sophisticated online ordering needs, including product search, custom catalogs and email notification, allowing users to have access to the full line of School Specialty products. We have maintained an

electronic ordering system for the past 20 years and offer e-commerce solutions directed exclusively at the education market. Each of our Accelerated Learning product lines has a dedicated website for its own products. We also continue to explore expanding our offerings provided through third party internet sources. As such, we have added a channel agreement with Amazon.com under which we have created our own branded storefront within the office and school segment of Amazon.com shopping portal. We believe that this channel will allow us to reach educators and segments of the education space that we did not reach previously.

Pricing. Pricing for our Accelerated Learning and Educational Resources product offerings varies by product and market channel. We generally offer a negotiated discount from catalog prices for products from our Educational Resources catalogs, and respond to quote and bid requests. The pricing structure of proprietary Accelerated Learning products offered through direct marketing is generally less subject to negotiation.

Procurement

Non-Proprietary Products. Each year, we add new items to our catalogs. We purchase and stock these items before the catalogs are released so that we can immediately satisfy customer demand. We typically negotiate annual supply contracts with our vendors. Contracts with larger vendors usually provide negotiated pricing and/or extended terms and often include volume discounts and rebate programs. We have exclusive distribution rights on several furniture and equipment lines.

Proprietary Products. We develop many proprietary products and generally outsource the manufacturing of these items. We purchase non-proprietary Accelerated Learning products in a similar manner to that of our purchasing process for Educational Resources products. In fiscal 2010, we signed an agreement for the exclusive manufacture of our proprietary Classroom Select® furniture lines in China.

Global Sourcing. We are decreasing our product unit costs by consolidating our international supplier network. We are also improving product quality by being very selective in our off-shore alliances. Working in conjunction with our supply partners, we have streamlined our international procurement process, gained real-time visibility, added in-process checks, and established new systems and procedures to ensure product safety.

Private Label Product. We launched the School Smart brand in 2005. Since that time we have focused our strategy on providing a private brand alternative for educators, using a combination of off-shoring and out-sourcing of products. In fiscal 2013 our revenue for School Smart branded products was approximately \$60.8 million. We continue to seek opportunities to optimize the balance of branded and private brand products and we believe that there are additional opportunities to grow sales through new products, product line extensions and new product configurations.

We maintain close and stable relationships with our vendors to facilitate a streamlined procurement process. At the same time, we continually review alternative supply sources in an effort to improve quality and customer satisfaction and reduce product cost. Increasingly, transactions with our vendors are processed through an electronic procurement process. This electronic process reduces costs and improves accuracy and efficiency in our procurement and fulfillment process. When more than one of our business units buys from the same vendor, we typically negotiate one contract to fully leverage our combined purchasing power.

Logistics

We believe we have one of the largest and most sophisticated distribution networks among our direct competitors with five fully automated and seamlessly integrated distribution centers, totaling approximately 1.3 million square feet of operating space. We believe this network represents a significant competitive advantage, allowing us to reach any school in a fast and efficient fashion. We have enhanced our distribution

model, allowing most of our customers to receive their orders 3 to 5 days after shipment. We utilize a third-party logistics provider in Asia to consolidate inbound shipments, lowering our transportation and inventory storage costs.

In order to maintain the proprietary nature of some of our products, we operate three manufacturing facilities. Our Lancaster, Pennsylvania plant manufactures wood furniture for our early childhood offerings. The Bellingham, Washington, and Fremont, Nebraska, facilities produce products for our agenda and forms offerings. Products that we manufacture accounted for less than 10% of sales during fiscal 2013, 2012 and 2011.

Information Systems

We believe that through the utilization of technology for process improvement in areas such as procurement, inventory management, customer order management, order fulfillment, and information management, we are able to offer customers more convenient and cost-effective ways to order products, improve the order fulfillment process to increase on-time and complete performance and effectively focus our sales and marketing strategies.

We have implemented a common enterprise resource planning (“ERP”) platform across the majority of our businesses. This platform has now replaced most of our existing systems and primarily includes software from Oracle’s E-Business suite. One of the major benefits from the common ERP platform is the consolidation of both product and customer information, which is designed to enhance our ability to execute our sales and marketing strategies. In addition, by utilizing common business systems across the Company, we have improved business processes, reduced cycle time and enhanced integration between the business units. We believe the technologies of the systems will readily support continued growth and integration of our existing businesses. Our distribution centers utilize interfaced warehouse management software to manage orders from our ERP and legacy systems.

Competition

The supplemental educational products and equipment market is highly fragmented with over 3,000 companies providing products and equipment, many of which are family- or employee-owned, regional companies that generate annual revenues under \$10 million. We also compete, to a much lesser extent, with alternate channel competitors such as office product contract stationers, office supply superstores, purchasing cooperatives and internet-based businesses. Their primary advantages over us include size, location, greater financial resources and purchasing power. Their primary disadvantage is that their product mix typically covers a very small portion of a school’s needs (measured by volume). We believe we compete favorably with these companies on the basis of service, product offering and customer reach. The standards-based curriculum market is highly competitive and School Specialty competes with several large, well-known education companies as well as small, niche companies.

Employees

As of June 12, 2013, we had approximately 1,583 full-time employees. To meet the seasonal demands of our customers, we employ many seasonal employees during the late spring and summer months. Historically, we have been able to meet our requirements for seasonal employment. None of our employees are represented by a labor union and we consider our relations with our employees to be good.

Backlog

We had no material backlog at April 27, 2013. Our customers typically purchase products on an as-needed basis.

Item 1A. Risk Factors

Forward-Looking Statements

Statements in this Annual Report which are not historical are “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995. The forward-looking statements include: (1) statements made under Item 1, Business and Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, including, without limitation, statements with respect to internal growth plans, projected revenues, margin improvement, capital expenditures and adequacy of capital resources; (2) statements included or incorporated by reference in our future filings with the Securities and Exchange Commission; and (3) information contained in written material, releases and oral statements issued by, or on behalf of, School Specialty including, without limitation, statements with respect to projected revenues, costs, earnings and earnings per share. Forward-looking statements also include statements regarding the intent, belief or current expectation of School Specialty or its officers. Forward-looking statements include statements preceded by, followed by or that include forward-looking terminology such as “may,” “should,” “believes,” “expects,” “anticipates,” “estimates,” “continues” or similar expressions.

All forward-looking statements included in this Annual Report are based on information available to us as of the date hereof. We do not undertake to update any forward-looking statements that may be made by or on behalf of us, in this Annual Report or otherwise. Our actual results may differ materially from those contained in the forward-looking statements identified above. Factors which may cause such a difference to occur include, but are not limited to, the risk factors set forth below.

The agreements governing our debt contain various covenants that limit our discretion in the operation of our business, could prohibit us from engaging in transactions we believe to be beneficial and could lead to the acceleration of our debt and/or an increased cost of capital.

Our existing and future debt agreements impose and may impose operating and financial restrictions on our activities. These restrictions require us to comply with or maintain certain financial tests and ratios, and restrict our ability and our subsidiaries’ ability to:

- incur additional debt;
- create liens;
- make acquisitions;
- redeem and/or prepay certain debt;
- sell or dispose of a minority equity interest in any subsidiary or other assets;
- make capital expenditures;
- make certain investments;
- enter new lines of business;
- engage in consolidations, mergers and acquisitions;
- repurchase or redeem capital stock;
- guarantee obligations;
- engage in certain transactions with affiliates; and
- pay dividends and make other distributions.

Our credit facilities also require us to comply with certain financial ratios, including a maximum total leverage ratio, a minimum fixed charge coverage ratio, and minimum interest coverage ratio, as well as minimum liquidity levels at the end of each month. These restrictions may hamper our ability to operate our business or could seriously harm our business by, among other things, limiting our ability to take advantage of financing, mergers and acquisitions, and other corporate opportunities. In the event that we fail to comply with the financial ratios or minimum liquidity levels contained in our credit facilities, the lenders could elect to declare all amounts outstanding to be immediately due and payable and terminate all commitments to extend further credit. If the lenders accelerate the repayment of borrowings, we may not have sufficient assets to repay the amounts due. Also, should there be an event of default, or a need to obtain waivers following an event of default, we may be subject to higher borrowing costs and/or more restrictive covenants in future periods.

See the Liquidity and Capital Resources section of Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, for a more detailed discussion of the Company's projected compliance with these debt covenants.

Our common stock is currently not listed on a stock exchange or traded on any of the over-the-counter (OTC) markets, and as a result our investors do not have a meaningful degree of liquidity.

Our common stock is not currently listed on a stock exchange nor is it traded on any of the OTC markets. An investor may find it difficult or impossible to dispose of shares or obtain accurate information as to the market value of the common stock.

Our bankruptcy proceedings, which improved our capital structure and short-term liquidity position, contemplated that we would refine and implement our strategy and business plan, based upon assumptions and analyses developed by us. If these assumptions and analyses prove to be incorrect, we may be unsuccessful in executing our strategy and business plan, which could have a material adverse effect on our business, financial condition, and results of operation.

Our bankruptcy proceedings, which improved our capital structure and short-term liquidity position, contemplated that we would refine and implement our strategy and business plan based upon assumptions and analyses developed by us in light of our experience and perception of historical trends, current conditions and expected future developments, as well as other factors that we considered appropriate under the circumstances. Whether actual future results and developments will be consistent with our expectations and assumptions depends on a number of factors, including but not limited to (i) our ability to obtain adequate liquidity and financing sources and establish an appropriate level of debt; (ii) our ability to restore customers' confidence in our viability as a continuing entity and to attract and retain sufficient customers; (iii) our ability to retain key employees in those businesses that we intend to continue to emphasize; and (iv) the overall strength and stability of general economic conditions and, in particular, the school funding environment. The failure of any of these factors could materially adversely affect the successful execution of our strategy and business plan.

In connection with our bankruptcy proceedings, we prepared projected financial information to demonstrate to the Bankruptcy Court the feasibility of our Reorganization Plan and our ability to continue operations upon emergence from bankruptcy. The projections reflect numerous assumptions concerning anticipated future performance and prevailing and anticipated market and economic conditions that were and continue to be beyond our control and that may not materialize. Further, the projections were limited by the information available to us as of the date of their preparation, which is subject to change. Accordingly, our actual financial condition and results of operations may differ, perhaps materially, from what we have anticipated. Consequently, there can be no assurance that the results or developments contemplated by the Reorganization Plan or our strategy and business plan will occur or, even if they do occur, that they will have the anticipated effects on us and our subsidiaries or our businesses or operations. The failure of any such results or developments to materialize as anticipated could materially adversely affect the successful execution of the transactions contemplated by the

Reorganization Plan or subsequent strategy and business plan. In addition, the accounting treatment required for our bankruptcy reorganization may have an impact on our results going forward.

We are highly leveraged. As of April 27, 2013, we had \$374 million of total debt, and as of June 12, 2013, immediately following the Effective Date, we had \$173 million of total debt. This level of debt could adversely affect our operating flexibility and put us at a competitive disadvantage.

Our level of debt and the limitations imposed on us by our credit agreements could have important consequences for investors, including the following:

- we will have to use a portion of our cash flow from operations for debt service rather than for our operations;
- we may not be able to obtain additional debt financing for future working capital, capital expenditures or other corporate purposes or may have to pay more for such financing;
- the debt under our credit agreements is at a variable interest rates, making us more vulnerable to increases in interest rates;
- we could be less able to take advantage of significant business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;
- we will be more vulnerable to general adverse economic and industry conditions; and
- we may be disadvantaged compared to competitors with less leverage.

We expect to service our debt primarily from cash flow from operations. Our ability to service our debt obligations thus depends on our future performance, which will be affected by financial, business, economic and other factors. We are not able to control many of these factors, such as economic conditions in the markets where we operate and pressure from competitors. The cash flow we generate may not be sufficient to allow us to service our debt obligations. If we do not have sufficient capital, we may be required to refinance all or part of our existing debt, sell assets or borrow additional funds. We may not be able to take such actions on terms that are acceptable to us, if at all. In addition, the terms of our existing or future debt agreements may restrict us from adopting any of these refinancing alternatives.

The bankruptcy filing has had a negative impact on our relationships with customers, which may negatively impact our business going forward.

We have experienced reduced order volume since the filing of the Chapter 11 Cases. Although we have maintained relationships with many of our customers since our emergence from bankruptcy, we have experienced lower order volumes since the announcement of the Chapter 11 Cases. We believe that the bankruptcy negatively impacted many of our customers' perceptions of our brand and financial stability. In particular, interest in our Projects by Design[®] services and orders related to furniture and school fixtures have declined since the announcement of the Chapter 11 Cases. We attribute this trend to customer uncertainty regarding whether the Company will remain solvent for the months or years that may be required to complete the design, building and renovation of schools. Additionally, as a result of the bankruptcy, we have experienced increased backorders associated with procuring product due to liquidity constraints. The negative perception of our financial condition that was created by the bankruptcy filing may also have an effect on the terms under which some customers are willing to continue to do business with us, and could materially adversely affect our business, financial condition and results of operations. The impact of this customer uncertainty as to the status of the Company cannot be accurately predicted or quantified. In order to compete successfully in our markets, we will need to restore customer confidence in our brand and our Company. We are engaging in efforts intended to improve and expand our relations with our customers. We have attempted to support our position with our key customers through direct and active contact with teachers, curriculum specialists and administrators. We may not be able to successfully improve our customer relationships so that our customers will do business with us as they

have in the past. The failure to increase sales volumes would have a material adverse effect on our business, results of operations or financial condition. In addition, the delay or cancellation of material orders from, or problems at, any of our major customers could have a material adverse effect on our business, results of operations, or financial condition.

Our inability to obtain sufficient trade credit from our vendors or other sources in a timely manner and on reasonable terms could inhibit our growth and have an adverse effect on our results of operations.

Our ability to pay for products is largely dependent upon the payment terms, or trade credit, that our principal vendors provide us. The payment terms are based on several factors, including (i) our recent operating results, financial position (including our level of indebtedness) and cash flows; (ii) our payment history with the vendor; (iii) the vendor's credit granting policies (including any contractual restrictions to which it is subject), our creditworthiness (as determined by various entities) and general industry conditions; (iv) prevailing interest rates; and (v) the vendors' ability to obtain credit insurance in respect of amounts that we owe. We expect to continue to rely on trade credit from our vendors to provide a significant amount of our working capital. If our vendors fail to provide us with sufficient trade credit in a timely manner, we may have to rely on other sources of financing, which may not be readily available or, if available, may not be on terms acceptable or favorable to us. Our recent bankruptcy is likely to have adversely affected our relationship with our vendors and may damage our vendors' perception of our financial position. These factors, along with any other adverse changes in any of these factors, could increase the costs of financing our inventory, limit or eliminate our ability to obtain vendor financing and adversely affect our results of operations and financial condition. Volatility and disruptions in the global economic environment including tightening in the credit markets could heighten the risk that we may not be able to obtain trade credit or alternative sources of financing, or that to the extent we can obtain it, the terms will be unfavorable. We are engaging in efforts intended to restore and improve our relations with our vendors. To the extent we are unable to do so, the loss of key vendors could have a material adverse effect on our business, results of operations or financial condition.

As a result of the Chapter 11 Cases, our historical financial information may not be indicative of our future financial performance.

Our capital structure was significantly altered under the Reorganization Plan. Under fresh-start reporting rules that apply to us upon the effective date of the Reorganization Plan, our assets and liabilities have been adjusted to fair value and our accumulated deficit has been restated to zero. Accordingly, our financial condition and results of operations subsequent to the effective date of the Reorganization Plan will not be comparable to the financial condition and results of operations reflected in our historical financial statements. It is also possible that additional restructuring and related charges may be identified and recorded in future periods. Such charges could be material to our consolidated financial position and results of operations. Except as otherwise expressly stated in this Annual Report, the financial statements and other financial information contained herein do not reflect fresh start accounting adjustments.

Our net operating loss carryforwards may be limited and other tax attributes may be reduced.

The Company expects to generate a Federal net operating loss in fiscal 2014. However, in conjunction with matters that resulted in the Chapter 11 Cases and Reorganization Plan, the Company experienced a change in ownership under Section 382 of the Internal Revenue Code. This could limit annual federal net operating loss utilization to an amount equal to the net equity value of our stock at the time of the ownership change multiplied by the federal long-term tax exempt rate.

In addition, the Company's Reorganization Plan is expected to result in a reduction of tax attributes, including net operating losses and tax attributes particularly related to goodwill and intangible assets, as a result of the cancellation of pre-bankruptcy indebtedness and obligations. The reduction of these tax attributes may result in increased tax expense in future years.

Our business depends upon the growth of the student population and school expenditures and can be adversely impacted by fixed or declining school budgets.

Our growth strategy and profitability depend in part on growth in the student population and expenditures per student in preK-12 schools. The level of student enrollment is largely a function of demographics, while expenditures per student are affected by federal, state and local government budgets. In addition, the current macroeconomic weakness has resulted in significantly reduced school budgets. In school districts in states that primarily rely on local tax proceeds for funding, significant reductions in those proceeds for any reason can restrict district expenditures and impact our results of operations. Any significant and sustained decline in student enrollment and/or expenditures per student could have a material adverse effect on our business, financial condition, and results of operations. Because school budgets are fixed on a yearly basis, any shift by schools in expenditures during a given fiscal year to areas that are not part of our business, such as facility operating costs and employee related expenditures, could also materially affect our business.

The negative global macroeconomic conditions could continue to impact the education funding provided by state and local governments.

The weakened economic environment has placed increased pressure on state and local government budgets, which are the primary source of school funding. The global economy is currently suffering from the effects of the latest recession which has led to a decline in consumer and business spending and confidence. This has resulted in our customers delaying or cutting school expenditures as the recession creates state and local budget deficits and uncertainty about future economic funding by state and local governments. The federal stimulus funds that were provided by the federal government to school districts helped education funding in 2009 and 2010, but these federal funds have been fully distributed and many states have not been able to replace them due to declining state revenue. Significant and sustained declines in the per student funding levels provided for in state and local budgets, and delays or decreases in spending by our customers due to concerns about potential or actual declines in funding levels, could have a material adverse impact on our business, financial condition and results of operations.

A continued decline in school spending will impact our ability to maintain operating margins.

We have seen a decline in our operating margin in recent years, primarily as a result of our revenue declines, which we believe are primarily related to the continued school spending cuts. The Company will continue to aggressively pursue further cost reductions if school spending continues to decline, but the Company does not intend to cut costs in areas that it believes could have a significant impact on future revenue growth. To the extent we are unable to identify additional cost reductions that can be made consistent with our strategy and the weakness in school spending persists, our operating margin may continue to decline. Additionally, spending declines can cause schools to consider purchasing lower priced products, which will lower the Company's operating margins.

Increasing use of web-based products could affect our printed supplemental materials business.

The growth in web-based supplements could reduce the physical paper-based supplements the Company currently markets. While we continue to enhance our product lines with digital alternatives, it is possible that our paper-based products could be supplanted and/or replaced by online sources other than our own.

Increased costs and other difficulties associated with the distribution of our products would adversely affect our results of operations.

Higher than expected costs and other difficulties associated with the distribution of our products could affect our results of operations. To the extent we incur difficulties or higher-than-expected costs related to updating our distribution centers, such costs may have a material adverse effect on our business, financial condition and results of operations. Any disruption in our ability to service our customers may also impact our revenues or profits.

Moreover, as we update our distribution model or change the product mix of our distribution centers, we may encounter unforeseen costs or difficulties that may have an adverse impact on our financial performance.

Our business is highly seasonal.

Because most of our customers want their school supplies delivered before or shortly after the commencement of the school year, we record most of our revenues from June to October. During this period, we receive, ship and bill the majority of orders for our products so that schools and teachers receive their products by the start of each school year. To the extent we do not sell our products to schools during the peak shipping season, many of such sales opportunities will be lost and will not be available in subsequent quarters. Our inventory levels increase in April through June in anticipation of the peak shipping season. We usually earn more than 100% of our annual net income in the first two quarters of our fiscal year and operate at a net loss in our third and fourth fiscal quarters. This seasonality causes our operating results and operating cash flows to vary considerably from quarter to quarter within our fiscal years.

If our key suppliers or service providers were unable or unwilling to provide the products and services we require, our business could be adversely affected.

We depend upon a limited number of suppliers for some of our products, especially furniture and proprietary products. We also depend upon a limited number of service providers for the delivery of our products. If these suppliers or service providers are unable or unwilling to provide the products or services that we require or materially increase their costs (especially during our peak season of June through October), our ability to deliver our products on a timely and profitable basis could be impaired and thus could have a material adverse effect on our business, financial condition and results of operations. Many of our agreements with our suppliers are terminable at any time or on short notice, with or without cause, and, we cannot assure that any or all of our relationships will not be terminated or that such relationships will continue as presently in effect.

Our business is highly competitive.

The market for supplemental educational products and equipment is highly competitive and fragmented. We estimate that over 3,000 companies market supplemental educational products and equipment to schools with preK-12 as a primary focus of their business. We also face competition from alternate channel marketers, including office supply superstores, office product contract stationers, and purchasing cooperatives that have not traditionally focused on marketing supplemental educational products and equipment. Our competitors impact the prices we are able to charge and we expect to continue to face pricing pressure from our competitors in the future, especially on our commodity-type products. These competitors are likely to continue to expand their product lines and interest in supplemental educational products and equipment. Some of these competitors have greater financial resources and buying power than we do. We believe that the supplemental educational products and equipment market will consolidate over the next several years, which could increase competition in both our markets. We also face increased competition and pricing pressure as a result of the accessibility of the internet.

If any of our key personnel discontinue their role with us, our business could be adversely affected.

Our business depends to a large extent on the abilities and continued efforts of our executive officers and senior management. Since March 2013, several of our key employees, including our Chief Executive Officer, Chief Administrative Officer and Chief Marketing Officer, have resigned. These departures could have a material adverse effect on our business. In addition, if we are unable to attract and retain other key personnel and qualified employees, our business could be adversely affected. We do not intend to maintain key man life insurance covering any of our executive officers or other members of our management.

A failure to successfully implement our business strategy could materially and adversely affect our operations and growth opportunities.

Our ability to achieve our business and financial objectives is subject to a variety of factors, many of which are beyond our control, and we may not be successful in implementing our strategy. This includes limitations due to the inability to obtain financing and/or the restrictiveness of our debt covenants. In addition, the implementation of our strategy may not lead to improved operating results. We may decide to alter or discontinue aspects of our business strategy and may adopt alternative or additional strategies due to business or competitive factors or factors not currently expected, such as unforeseen costs and expenses or events beyond our control. Any failure to successfully implement our business strategy could materially and adversely affect our results of operations and growth opportunities.

We face risks associated with our increasing emphasis on imported goods and private label products.

Increases in the cost or a disruption in the flow of our imported goods may adversely impact our revenues and profits and have an adverse impact on our cash flows. Our business strategy includes an increased emphasis on offering private label products and sourcing quality merchandise directly from low-cost suppliers. As a result, we expect to rely more heavily on imported goods from China and other countries and we expect the sale of imported goods to continue to increase as a percentage of our total revenues. To the extent we rely more heavily on the sale of private label products, our potential exposure to product liability claims may increase. In addition, our reputation may become more closely tied to our private label products and may suffer to the extent our customers are not satisfied with the quality of such products. Private label products will also increase our risks associated with returns and inventory obsolescence. Our reliance on imported merchandise subjects us to a number of risks, including: (a) increased difficulties in ensuring quality control; (b) disruptions in the flow of imported goods due to factors such as raw material shortages, work stoppages, strikes, and political unrest in foreign countries; (c) problems with oceanic shipping, including shipping container shortages; (d) economic crises and international disputes; (e) increases in the cost of purchasing or shipping foreign merchandise resulting from a failure of the United States to maintain normal trade relations with China and the other countries we do business in; (f) import duties, import quotas, and other trade sanctions; and (g) increases in shipping rates imposed by the trans-Pacific shipping cartel. If imported merchandise becomes more expensive or unavailable, we may not be able to transition to alternative sources in time to meet our demands. A disruption in the flow of our imported merchandise or an increase in the cost of those goods due to these or other factors would significantly decrease our revenues and profits and have an adverse impact on our cash flows.

Currency exchange rates may impact our financial condition and results of operations and may affect the comparability of our results between financial periods.

To the extent we source merchandise from overseas manufacturers and sell products internationally, exchange rate fluctuations could have an adverse effect on our results of operations and ability to service our U.S. dollar-denominated debt. All of our debt is in U.S. dollars while a portion of our revenue is derived from imported products and international sales. Therefore, fluctuations in the exchange rate of foreign currencies versus the U.S. dollar could impact our costs and revenues. In addition, for the purposes of financial reporting, any change in the value of the foreign currencies against the U.S. dollar during a given financial reporting period would result in a foreign currency loss or gain. Consequently, our reported earnings could fluctuate as a result of foreign exchange translation and may not be comparable from period to period.

It is difficult to forecast our revenue stream given the seasonal purchasing patterns of our customers and delays in passage of state budgets.

The seasonal purchasing patterns of our customers, the fact that our customers typically purchase products on an as-needed basis, and the lack of visibility into education funding levels if state budgets are delayed make it difficult for us to accurately forecast our revenue stream, which may vary significantly from period to period.

Financial analysts and others that may seek to project our future performance face similar difficulties. The difficulty in accurately forecasting our revenue increases the likelihood that our financial results will differ materially from any projected financial results. Any shortfall in our financial results from our, or third-party, projected results could cause a decline in the trading price of our common stock and our convertible subordinated debentures.

We may have a material amount of intangible assets which are potentially subject to impairment.

At April 27, 2013, intangible assets are expected to represent approximately 13% of our total assets on a pro forma basis using the application of fresh-start accounting. The Company is currently in the process of valuing its assets in conjunction with fresh-start accounting. Prospectively, the amount of goodwill and intangible assets may change based on the application of fresh-start accounting (except as otherwise expressly stated in this Annual Report, the financial information contained herein do not reflect fresh start accounting adjustments). We are required to evaluate whether our intangible assets have been impaired. As discussed in Note 8 to the consolidated financial statements in Item 8 of this report, the Company recorded impairment charges of \$4.7 million related to indefinite-lived intangible assets in the third quarter of fiscal 2013 and \$21.0 million related to indefinite-lived intangible assets in the third quarter of fiscal 2012. The impairments were determined as part of the fair value assessment of these assets.

We have a material amount of capitalized product development costs which might be written-down.

We had capitalized product development costs of \$28.2 million and \$27.7 million at April 27, 2013 and April 28, 2012, respectively, related to internally developed products, which are amortized to expense over the lesser of five years or the product's life cycle. Any changes in the estimated sales volume or life cycle of the underlying products could cause the currently capitalized costs or costs capitalized in the future to be impaired.

Our operations are dependent on our information systems.

We have integrated the operations of most of our divisions and subsidiaries, which operate on systems located at both our Greenville, Wisconsin, headquarters and our third-party hosted ERP system provider's facilities. In addition, there are divisions running legacy systems hosted at their locations. All systems rely on continuous telecommunication connections to the main computers. If any of these connections becomes disrupted, or unavailable, for an extended period of time, the disruption could materially and adversely affect our business, operations and financial performance.

Even though we have taken precautions to protect ourselves from unexpected events that could interrupt new and existing business operations and systems, we cannot be sure that fire, flood or other natural disasters would not disable our systems and/or prevent them from communicating between business segments. The occurrence of any such event could have a material adverse effect on our business, results of operations and financial condition.

We rely on our intellectual property in the design and marketing of our products.

We rely on certain trademarks, trade names and service names, along with licenses to use and exploit certain trademarks, trade names and service names (collectively, the "marks") in the design and marketing of some of our products. We could lose our ability to use our brands if our marks were found to be generic or non-descriptive. While no single mark is material to our business, the termination of a number of these marks could have an adverse effect on our business. We also rely on certain copyrights, patents and licenses other than those described above, the termination of which could have an adverse effect on our business.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our corporate headquarters is located in a leased facility. The lease on this facility expires in April 2021. The facility is located at W6316 Design Drive, Greenville, Wisconsin, a combined office and warehouse facility of approximately 332,000 square feet, which also services both our Accelerated Learning and Educational Resources segments. In addition, we leased or owned the following principal facilities as of June 12, 2013:

<u>Locations</u>	<u>Approximate Square Footage</u>	<u>Owned/ Leased</u>	<u>Lease Expiration</u>
Bellingham, Washington (1)	48,000	Leased	December 31, 2013
Bellingham, Washington (1)	25,000	Leased	January 31, 2014
Bellingham, Washington (1)	14,000	Leased	December 31, 2013
Cambridge, Massachusetts (1)	18,000	Leased	April 30, 2018
Fremont, Nebraska (1)	95,000	Leased	November 30, 2013
Fresno, California (2)	163,000	Leased	October 31, 2017
Lancaster, Pennsylvania (2)	73,000	Leased	June 30, 2014
Lancaster, Pennsylvania	125,000	Leased	June 30, 2014
Mansfield, Ohio (2)	315,000	Leased	October 31, 2016
Nashua, New Hampshire (1)	348,000	Leased	December 31, 2018
Norcross, Georgia (2)	10,000	Leased	June 30, 2015
Salina, Kansas (2)	115,000	Owned	—
San Fernando, California (1)	37,000	Leased	January 31, 2014

(1) Location primarily services the Accelerated Learning segment.

(2) Location services both business segments.

The 73,000 square foot Lancaster, Pennsylvania facility is used for manufacturing wood products and the Fremont, Nebraska and Bellingham, Washington facilities are used for production of agendas and school forms. The other facilities are distribution centers and/or office space. We believe that our properties, as enhanced for our ongoing expansion, are adequate to support our operations for the foreseeable future. We regularly review the utilization and consolidation of our facilities.

Item 3. Legal Proceedings

The Company is not currently party to any material pending legal proceedings, other than ordinary routine litigation incidental to the Company's business.

Item 4. Mine Safety Disclosure.

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

As of August 1, 2013, the following persons served as executive officers of School Specialty:

<u>Name and Age of Officer</u>	
Michael P. Lavelle Age 43	Mr. Lavelle has been President and Chief Executive Officer of School Specialty since joining the Company in January 2012. He was most recently President of the Education Group of Houghton Mifflin Harcourt and previously served as President of the K-12 and elementary education divisions of the company. During an 11-year term at Houghton Mifflin Harcourt, Mr. Lavelle served in a number of leadership positions and led efforts to acquire and combine several leading industry brands to form the largest K-12 education company in the United States. As President of the Education Group, he was responsible for operations and approximately 90% of revenues spanning U.S. and international markets. From 1997 to 2000, Mr. Lavelle served as Chief Financial Officer for John Zink Company, a portfolio company of Koch Industries. In May 2012, Houghton Mifflin Harcourt filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code. He was appointed as a director of School Specialty in January 2012.
David N. Vander Ploeg Age 54	Mr. Vander Ploeg has been Executive Vice President and Chief Financial Officer of School Specialty since joining the Company in April 2008. Mr. Vander Ploeg was most recently Chief Operating Officer of Dutchland Plastics Corp., a molded products manufacturer based in Oostburg, Wisconsin. Before joining Dutchland, he was Executive Vice President and Chief Financial Officer at Schneider National, Inc., Green Bay, Wisconsin, a global leader in transportation and logistics services. During a 24-year career at Schneider National, he advanced through several positions of increasing responsibility, including Director of Planning and Budgeting, Group Controller, Vice President of Finance, and Senior Vice President-Chief Financial Officer, prior to being named Executive Vice President and Chief Financial Officer in 2004. Mr. Vander Ploeg is a director of Swift Transportation Company, a publicly traded transportation services company.
Richmond Y. Holden Age 59	Mr. Holden joined School Specialty in May 2007 as President of Educator's Publishing Services. In March 2010, Mr. Holden was appointed President of Educational Resources and Executive Vice President of School Specialty, Inc. In fiscal 2013, Mr. Holden was appointed Executive Vice President of Educator's Publishing Services. Prior to joining School Specialty, Mr. Holden was President and CEO of JL Hammett Co. During a 28 year career at JL Hammett Co. he advanced through several positions of increasing responsibility, including Marketing, Technology and Operations, prior to being promoted to Chief Executive Officer in 1992. Mr. Holden is a director of Acme United Corporation, a publicly traded company that is a supplier of cutting, measuring and safety products to the school, home office, hardware and industrial markets.

Name and Age of Officer

Patrick T. Collins

Age 52

Mr. Collins joined School Specialty in September 2012 as Senior Vice President of Sales and is responsible for leading the Company's sales organization and targeted strategic initiatives. He was most recently Senior Vice President, Sales of United Stationers, where he was responsible for sales, field marketing, customer service and business development, as well as the leadership of two divisions, which together, accounted for approximately \$600 million in revenues. Prior to joining United Stationers in 2004, Mr. Collins was Senior Group Vice President, Sales and Marketing of Ingram Micro, Inc. His previous experience included 15 years at Frito-Lay in various positions of increasing responsibility. He graduated from Marietta College with a BA in Economics and received his MBA from The Ohio State University, Columbus.

On July 22, 2013 the Company entered into a Transition and Separation Agreement and Mutual General Release (the "Transition Agreement") with Mr. Lavelle, pursuant to which Mr. Lavelle resigned as President and Chief Executive Officer of the Company, and as a member of the board of directors of the Company, effective as of such date after August 2, 2013 as determined by the board of directors, but not later than September 1, 2013. The effective date is expected to be August 9, 2013. As discussed in more detail in Item 10, Directors, Executive Officers and Corporate Governance, because of the resignation of Mr. Lavelle, the board of directors appointed James R. Henderson to serve as interim Chief Executive Officer of the Company.

Kathryn Pepper-Miller served as Executive Vice President and Chief Marketing Officer of School Specialty from April 2012 until her resignation, effective July 26, 2013. She was responsible for marketing strategy.

Gerald T. Hughes served as Chief Administrative Officer from April 2, 2012 until his resignation, effective March 31, 2013. He was responsible for human resources, legal, organization design and change management.

The term of office of each executive officer is from one annual meeting of the Board of Directors until the next annual meeting of the Board of Directors or until a successor for each is selected. There are no arrangements or understandings between any of our executive officers and any other person (not an officer or director of School Specialty acting as such) pursuant to which any of our executive officers was selected as an officer of School Specialty.

PART II

Item 5. Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock was traded under the symbol "SCHS" on The NASDAQ Global Select Market through February 5, 2013. On February 6, 2013, The NASDAQ Stock Market LLC suspended trading in the Company's common stock following the commencement of the Chapter 11 Cases and delisted the common stock effective March 1, 2013. The Company's common stock traded on the OTCQB market place of the OTC Market Groups as of February 6, 2013 under the symbol "SCHSQ" through June 11, 2013, the Effective Date of the Reorganization Plan. The table below sets forth the reported high and low closing sale prices for shares of our common stock, during the indicated quarters.

<u>Fiscal 2013 quarter ended</u>	<u>High</u>	<u>Low</u>
July 28, 2012	\$ 3.92	\$ 2.40
October 27, 2012	3.45	1.76
January 26, 2013	2.44	0.58
April 27, 2013	0.27	0.03
<u>Fiscal 2012 quarter ended</u>	<u>High</u>	<u>Low</u>
July 30, 2011	\$ 15.38	\$ 12.02
October 29, 2011	12.04	6.13
January 28, 2012	8.00	2.24
April 28, 2012	3.90	3.07

Holders

As of June 8, 2012, there were 1,739 record holders of our common stock. The common stock held by these shareholders was canceled on June 11, 2013, the Effective Date of the Reorganization Plan. As of June 12, 2013, there were 60 record holders of the new common stock of the reorganized Company issued pursuant to the Reorganization Plan.

Dividends

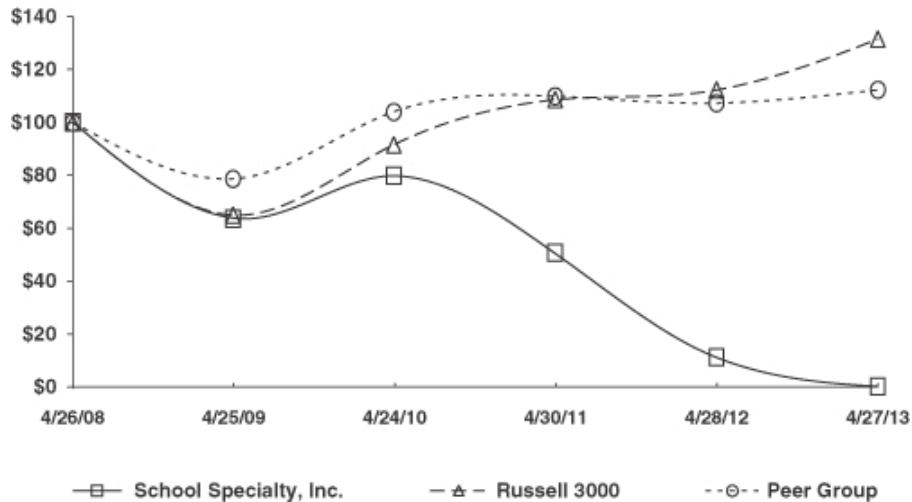
We have not declared or paid any cash dividends on our common stock to date. We currently intend to retain our future earnings to pay down debt, finance the growth, development and expansion of our business or for other endeavors deemed prudent. Accordingly, we do not expect to pay cash dividends on our common stock in the foreseeable future. In addition, our ability to pay dividends may be restricted or prohibited from time to time by financial covenants in our credit agreements and debt instruments. Our asset based lending facility and our term loan credit agreement contain restrictions on, and in some circumstances may prevent, our payment of dividends.

PERFORMANCE GRAPH

The following graph compares the total shareholder return on our Common Stock since April 27, 2008 with that of the Russell 3000 Stock Market Index and a peer group index including: Office Depot, Inc. (ODP), Staples, Inc. (SPLS), OfficeMax, Inc. (OMX), Cambium Learning Group, Inc. (ABCD), The McGraw-Hill Companies, Inc. (MHP), Pearson PLC (PSO), Scholastic Corporation (SCHL), Scientific Learning Corp (SCIL) and Virco Manufacturing Corp (VIRC). Archipelago Learning, Inc. (ARCL) was eliminated from the peer group index because it was acquired in May 2012.

The total return calculations set forth below assume \$100 invested on April 30, 2008, with reinvestment of any dividends into additional shares of the same class of securities at the frequency with which dividends were paid on such securities through April 27, 2013. The stock price performance shown in the graph below should not be considered indicative of potential future stock price performance.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN* Among School Specialty, Inc., the Russell 3000 Index, and a Peer Group



*\$100 invested on 4/30/08 in stock or index, including reinvestment of dividends.

Fiscal year ending April 30.

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	4/26/08	4/25/09	4/24/10	4/30/11	4/28/12	4/27/13
School Specialty, Inc.	100.00	63.76	79.69	50.31	11.11	0.17
Russell 3000	100.00	65.05	91.66	108.48	112.17	131.48
Peer Group	100.00	78.64	104.09	109.86	107.33	112.35

Item 6. Selected Financial Data

SELECTED FINANCIAL DATA

(In thousands, except per share data)

	Fiscal Year				
	2013 (52 weeks)	2012 (52 weeks)	2011 (53 weeks)	2010 (52 weeks)	2009 (52 weeks)
Statement of Operations Data:					
Revenues	\$ 674,998	\$ 731,991	\$ 762,078	\$ 896,678	\$ 1,046,980
Cost of revenues	411,118	448,977	454,557	517,530	618,377
Gross profit	263,880	283,014	307,521	379,148	428,603
Selling, general and administrative expenses	267,491	274,967	287,560	304,451	350,919
(Gain) on sale of product line	—	(4,376)	—	—	—
Impairment charge	45,789	107,501	411,390	—	—
Operating (loss) income	(49,400)	(95,078)	(391,429)	74,697	77,684
Interest expense	28,600	27,182	28,157	30,466	29,905
Loss on early extinguishment of debt	10,201	—	—	—	—
Other expense	—	—	—	—	2,679
Early termination of long-term indebtedness	26,247	—	—	—	—
Impairment of long-term asset	1,414	—	—	—	—
Impairment of investment in unconsolidated affiliate	7,749	9,012	6,861	—	—
Expense associated with convertible debt exchange	—	1,090	1,920	—	—
Loss before reorganization costs and provision for (benefit from) income taxes	(123,611)	(132,362)	(428,367)	44,231	45,100
Bankruptcy related reorganization costs	22,979	—	—	—	—
(Loss) income before provision for income taxes	(146,590)	(132,362)	(428,367)	44,231	45,100
Provision for / (benefit from) income taxes	(334)	167	(73,132)	17,678	17,972
(Loss) earnings before losses from investment in unconsolidated affiliate	(146,256)	(132,529)	(355,235)	26,553	27,128
Losses of unconsolidated affiliate	(1,436)	(1,488)	(1,038)	(701)	—
Net (loss) income	<u>\$ (147,692)</u>	<u>\$ (134,017)</u>	<u>\$ (356,273)</u>	<u>\$ 25,852</u>	<u>\$ 27,128</u>
Weighted average shares outstanding:					
Basic	18,922	18,878	18,870	18,843	18,802
Diluted	18,922	18,878	18,870	18,874	18,895
(Loss) earnings per share of common stock:					
Basic	\$ (7.81)	\$ (7.10)	\$ (18.88)	\$ 1.37	\$ 1.44
Diluted	\$ (7.81)	\$ (7.10)	\$ (18.88)	\$ 1.37	\$ 1.44
Balance Sheet Data:					
Working capital (deficit)	\$ (29,325)	\$ 89,709	\$ (17,507)	\$ 9,927	\$ 43,753
Total assets	427,573	463,521	637,544	1,067,820	1,077,205
Long-term debt	—	289,668	198,036	199,742	244,586
Total debt	198,302	290,623	296,279	332,139	371,657
Shareholders' equity (deficit)	(79,192)	67,946	201,629	551,188	510,279

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A")

You should read the following discussion and analysis in conjunction with our consolidated financial statements and related notes, included elsewhere in this Annual Report.

Background

We are a leading education company serving the preK-12 education market by providing products, programs and services that enhance student achievement and development to educators and schools across the United States and Canada. We offer more than 75,000 items through an innovative two-pronged marketing approach that targets both school administrators and individual teachers.

On January 28, 2013, we filed voluntary petitions for relief under Chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The cases (the "Chapter 11 Cases") were jointly administered as Case No. 13-10125 (KJC) under the caption "In re School Specialty, Inc., et al." We continued to operate our business as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of Chapter 11 and orders of the Bankruptcy Court. Our foreign subsidiaries were not part of the Chapter 11 Cases.

The Chapter 11 Cases were filed in response to an environment of ongoing declines in school spending and a lack of sufficient liquidity, including trade credit provided by our vendors, to permit us to pursue our business strategy to position the School Specialty brands successfully for the long term.

On May 23, 2013, the Bankruptcy Court entered an order confirming the Reorganization Plan, and a corrected copy of the Reorganization Plan was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan became effective on June 11, 2013 (the "Effective Date"). Pursuant to the Reorganization Plan, on the Effective Date, the Company's existing credit agreements, outstanding convertible subordinated debentures, equity plans and certain other agreements were cancelled. In addition, all outstanding equity interests of the Company that were issued and outstanding prior to the Effective Date were cancelled on the Effective Date. Also on the Effective Date, in accordance with and as authorized by the Reorganization Plan, the Company reincorporated in Delaware and issued a total of 1,000,004 shares of Common Stock of the reincorporated company to holders of certain allowed claims against the Debtors in exchange for such claims. As of June 12, 2013, there were 60 record holders of the new common stock of the reorganized Company issued pursuant to the Reorganization Plan. The Reorganization Plan is described in additional detail above in Item 1, Business.

Our goal is to grow profitably as a leading provider of supplemental education products. We have experienced revenue declines in each of the last four fiscal years due primarily to the significant impact the current macroeconomic conditions have had on school spending. While we anticipate a decline in revenue in fiscal 2014 due to a combination of the macroeconomic conditions and the impact that our bankruptcy filing has had on our business, we believe revenue growth can be realized in future years. We expect to achieve this goal over the long-term through an organic growth strategy based on leveraging our strong brand names and distribution capabilities, transforming the Company's sales and marketing to a more market-centric emphasis with a balance of new customer acquisition and customer retention, and exploring partnering and licensing opportunities to provide new revenue streams. New revenue streams include exploring opportunities in areas that could expand our addressable market, such as international markets. In addition, the Company is committed to continuing to invest in its internal product development efforts in order to expand curriculum-based product offerings.

Our gross margin has decreased from 40.4% in fiscal 2011 to 39.1% in fiscal 2013. This decrease is primarily related to product mix. The Accelerated Learning segment typically has higher gross margins due to the curriculum-nature of its products. However, the revenue from the Accelerated Learning segment has declined at a faster rate than the Educational Resources segment, resulting in decreasing consolidated gross margins. Also, the year-to-year variation in state adoption revenue affects revenue from sales of Accelerated Learning products, which has an impact on gross margin between years.

In fiscal 2013 and fiscal 2012, our operating losses were \$49.4 million and \$95.1 million, respectively. The operating loss in fiscal 2013 is due primarily to the goodwill and intangible asset non-cash impairment charges of \$45.8 million and pre-petition bankruptcy related charges of \$4.7 million that the Company recorded in the third quarter of fiscal 2013. The operating loss in fiscal 2012 was due primarily to the goodwill and intangible asset non-cash impairment charges of \$107.5 million that the Company recorded in the third quarter of fiscal 2012. Due to the significance of the impairment charges in fiscal 2013 and 2012, the Company believes it is more meaningful to compare operating income and margin excluding these impairment charges and pre-petition bankruptcy related charges. Excluding the impact of the impairment and bankruptcy charges in fiscal 2013 and 2012, the Company's operating income was \$1.1 million and \$12.4 million, respectively. The Company's business results have been negatively impacted by the continued softness in the economy as well as customer uncertainty caused by the bankruptcy. Economic conditions have resulted in revenue and profitability declines as cautious spending by schools and teachers and state budget deficits have created uncertainty as to upcoming education funding levels from the states. In response to this uncertainty around education funding, anticipated reductions in spending by schools and the uncertainty of the duration of any such reduction, all of which negatively impacted our revenues, the Company initiated a significant expense-reduction plan beginning in fiscal 2010 in order to better balance expenses and product costs with potentially lower revenue. These expense-reduction plans were accomplished through a combination of facility closures, furloughs, functional department consolidations that resulted in staff reductions and improvements in our control of product costs through negotiations with some of the Company's larger vendors. These cost savings partially offset the revenue shortfall caused by the weakened economy. The Company's goal of improving operating margins also includes ongoing evaluation of selling, general and administrative expense ("SG&A") saving opportunities such as potential outsourcing relationships and an in-depth evaluation of total spending needs.

Impairments

In connection with the preparation of the financial statements for the third quarter of fiscal 2013, the Company concluded a triggering event had occurred which would more likely than not reduce the fair value of the reporting units below their carrying value. The triggering event was a combination of the declines in the Company's forecasted future years' operating results and cash flows, and the liquidity concerns and eventual default under pre-bankruptcy credit agreements. As a result of the Company's performance of the goodwill and indefinite-lived intangible asset impairment test as detailed below, the Company recorded an impairment charge of \$41.1 million for goodwill and \$4.7 million for indefinite-lived intangible assets.

Due to the triggering events identified above, the Company also performed an impairment test of its long-lived assets in the third quarter of fiscal 2013. The Company compared the sum of the undiscounted cash flows during the remaining useful life of the primary asset for each identified asset group to the carrying value of the asset group. No impairment was recorded as a result of this analysis.

In connection with the preparation of the financial statements for the third quarter of fiscal 2012, the Company concluded a triggering event had occurred which required the Company to assess whether the fair values of the reporting units were below their carrying values. The triggering event was a combination of the continued decrease in the Company's market capitalization and declines in the Company's forecasted operating results and cash flows. On December 31, 2011, the Company's closing stock price was \$2.50 per share compared with \$14.15 per share as of May 1, 2011. As a result of the Company's performance of the goodwill and indefinite-lived intangible asset impairment test as detailed below, the Company recorded an impairment charge of \$86.5 million for goodwill and \$21.0 million for indefinite-lived intangible assets in the third quarter of fiscal 2012. See Note 8 of Notes to Consolidated Financial Statements for additional discussion of the impairment charge recorded for goodwill and indefinite-lived intangible assets.

In the first quarter of fiscal 2011, the Company performed its annual impairment test of goodwill and indefinite-lived intangible assets. The continued downturn in the economy and cautious spending by schools and districts pointed to an impairment triggering event at the end of the first quarter of fiscal 2011. The Company had

year-over-year revenue and gross profit declines in excess of 20% during the first quarter of fiscal 2011 and its cost reduction activities could not keep pace with these steeper than expected declines. The Company recorded a \$411.2 million and \$0.2 million impairment related to goodwill and indefinite-lived intangible assets, respectively.

The continued downturn in the economy as well as cautious spending by schools and districts also has had a negative effect on the Company's investment in Carson-Dellosa Publishing, LLC ("Carson-Dellosa"). The Company reviews Carson-Dellosa's unaudited financial statements on a quarterly basis and audited financial statements on an annual basis for indicators of triggering events or circumstances that indicate a potential impairment. During the fourth quarters of fiscal 2013, 2012 and 2011, the Company evaluated its investment in Carson-Dellosa for impairment and recorded other-than-temporary impairment charges of \$7.7 million, \$9.0 million and \$6.9 million, respectively, in other expense in the Company's Consolidated Statements of Operations. Carson-Dellosa is an unconsolidated affiliate in which the Company has a 35% ownership interest as described below. See Note 7 of Notes to Consolidated Financial Statements for additional discussion of the impairment charge recorded for the investment in unconsolidated affiliate.

Our business and working capital needs are highly seasonal, with peak sales levels occurring from June through October. During this period, we receive, ship and bill the majority of our business so that schools and teachers receive their products by the start of each school year. Our inventory levels increase in April through June in anticipation of the peak shipping season. The majority of shipments are made between June and October and the majority of cash receipts are collected from September through December. As a result, we usually earn more than 100% of our annual net income in the first two quarters of our fiscal year and operate at a net loss in our third and fourth fiscal quarters.

The fiscal 2013 back-to-school season was another year of cautious school spending. This cautious school spending contributed to a revenue decline in fiscal 2013 of approximately 7.8%. This rate of decline has slowed significantly as compared to declines experienced in the past five fiscal years and the Company believes school funding is beginning to stabilize. While the Company still expects a decline in revenues in fiscal 2014 as this stabilization continues, it believes it has positioned itself to expand operating margins when revenue increases.

Acquisition and Divestiture

During fiscal 2012, the Company sold its SEEDS of Science/Roots of Reading program for \$6.7 million and recognized a \$4.4 million gain in its operations. The Company considered this program to be ancillary to its other curriculum products and non-core to the rest of the product portfolio. The Company will continue to review and consider divestment of non-core assets or products.

During fiscal 2011, the Company completed the acquisition of a portion of the operating assets of Telex ("Telex") for an aggregate purchase price of \$0.4 million. The assets acquired relate to Telex's distribution of headphones, earphones, headsets, and their replaceable cords used in the education marketplace. The earphone and headphone models acquired included the Discovery, Odyssey, Explorer and 610 models. This business has been integrated into the Company's Califone business within the Educational Resources segment. The results of this business have been included in the accompanying consolidated financial statements under Item 8 since the date of acquisition and would not have had a material effect on the Company's overall performance on a pro forma basis and did not have a material effect on the Company's fiscal 2011 performance.

Results of Operations

The following table sets forth certain information as a percentage of revenues on a historical basis concerning our results of operations for the fiscal years 2013, 2012 and 2011:

	Fiscal Year		
	2013	2012	2011
Revenues	100.0%	100.0%	100.0%
Cost of revenues	60.9	61.3	59.6
Gross profit	39.1	38.7	40.4
Selling, general and administrative expenses	39.6	37.6	37.7
(Gain) on sale of product line	0.0	-0.6	0.0
Impairment charge	6.8	14.7	54.0
Operating loss	-7.3	-13.0	-51.3
Interest expense	4.2	3.7	3.7
Loss on early extinguishment of debt	1.5	0.0	0.0
Early termination of long-term indebtedness	3.9	0.0	0.0
Impairment of long-term asset	0.2	0.0	0.0
Impairment of investment in unconsolidated affiliate	1.1	1.2	0.9
Expense associated with convertible debt exchange	0.0	0.1	0.3
Loss before reorganization costs and provision for (benefit from) income taxes	-18.2	-18.0	-
Bankruptcy related reorganization costs	3.4	0.0	0.0
Loss before provision for (benefit from) income taxes	-21.6	-18.0	-
Provision for (benefit from) income taxes	0.0	0.0	-9.6
Net loss	-21.6%	-18.0%	-
	<u>-21.6%</u>	<u>-18.0%</u>	<u>46.6%</u>

Consolidated Results

Fiscal 2013 Compared to Fiscal 2012

The following discussion and analysis of fiscal 2013 results compared to fiscal 2012 results is based on a comparison of the Company's results of operations from continuing operations.

Overview of Fiscal 2013

Revenues for fiscal 2013 decreased 7.8% to \$675.0 million as compared to \$732.0 million in fiscal 2012. The Educational Resources and Accelerated Learning segments experienced revenue declines of 5.8% and 13.0% in fiscal 2013, respectively. The revenue declines in both the Educational Resources and the Accelerated Learning segments were attributable primarily to the current macroeconomic conditions and the impact those conditions have had on state budget funding levels. According to the National Bureau of Economic Research, state revenue collections underperformed forecasts during the latest recession. Since approximately 50% of school funding is provided by states, the Company believes the decreased state revenues are adversely affecting school funding and the related spending by schools. In addition, the Company believes the Chapter 11 Cases negatively impacted revenues in the fourth quarter of fiscal 2013 due to a combination of customer uncertainty as to the status of the Company and increased backorders associated with procuring product due to liquidity constraints. State tax receipts, a key component of school funding, have shown modest signs of recovery. However, local tax revenues, another major source of school funding, continue to be depressed. These factors, coupled with the lingering effects of the Chapter 11 Cases during our peak ordering season, lead management to believe that fiscal 2014 will be a year of continued revenue decline, although management anticipates a slower rate of decline.

Gross margin increased 40 basis points to 39.1% in fiscal 2013 as compared to 38.7% in fiscal 2012. The increased gross margin was related primarily to improvements in Educational Resources gross margin. The Company expects gross margin to continue to show modest improvement in fiscal 2014.

SG&A increased 200 basis points as a percent of revenue in fiscal 2013 as compared to fiscal 2012. SG&A attributable to the Educational Resources and Accelerated Learning segments decreased a combined \$23.3 million and Corporate SG&A increased \$15.8 million in fiscal 2013 as compared fiscal 2012. The increase in Corporate SG&A was related primarily to the effect of lower costs related to company-wide furloughs taken in the third quarter of fiscal 2012 that did not occur in fiscal 2013 and an increase in employee healthcare costs and professional and outside services. The remaining increase is due to \$4.7 million of reorganization expenses incurred during the third quarter of fiscal 2013 with attorneys and other advisors in relation to the preparation for the Company's bankruptcy filing.

Operating loss was \$49.4 million in fiscal 2013 as compared to \$95.1 million in fiscal 2012. Operating margins decreased from 1.7% in fiscal 2012 to 0.2% in fiscal 2013 excluding the impact of the impairment charges and bankruptcy related charges. The decrease in operating margins is a result of declines in school spending in fiscal 2013 due to the uncertainty in education funding levels and state budgetary concerns.

Revenue

Revenue decreased 7.8% from \$732.0 million in fiscal 2012 to \$675.0 million in fiscal 2013. Approximately \$14 million of the full year revenue decline occurred in the fourth quarter. The Company believes that the Chapter 11 Cases, and the related uncertainty it created for customers and vendors, contributed to the revenue decline in the fourth quarter of fiscal 2013. Backorders increased as the Company experienced product shortages related to its inability to meet pre-bankruptcy commitments to vendors.

Educational Resources segment revenue decreased 5.8% from \$526.3 million in fiscal 2012 to \$495.8 million in fiscal 2013. The decline in Educational Resources segment revenue was comprised of a decline of approximately \$19 million in the supplies category and a decline of approximately \$11 million in the furniture category. The decline in the supplies category is related primarily to classroom supplemental products and other specialty brands which schools consider more discretionary than basic school supplies. Segment revenue in the fourth quarter of fiscal 2013 was down \$10.9 million, or 11.3%, which we believe was partially related to the Chapter 11 Cases.

Accelerated Learning segment revenues decreased by 13.0% from \$205.1 million in fiscal 2012 to \$178.5 in fiscal 2013. Approximately \$13.5 million of the decline was related to decreased school spending on our science division curriculum and the prior year disposition of our SEEDS of Science product line. While the majority of the decline in the science curriculum was anticipated due to large prior year shipments for science adoptions in Indiana, Nevada and New York City that were not expected to repeat in fiscal 2013, the Company believes that school districts continue to delay spending as the impact from the pending changes to Next Generation Science Standards and general economic conditions remains uncertain. Approximately \$12.4 million of the decline is related to our student planner and agenda products, which we believe schools consider more discretionary in nature. Segment revenue in the fourth quarter of fiscal 2013 was down \$3.6 million, or 15.3%, which we believe was partially related to the Chapter 11 Cases.

Gross Profit

Gross profit decreased 6.7% from \$283.0 million in fiscal 2012 to \$263.9 million in fiscal 2013. The decrease in consolidated revenue resulted in approximately \$22.1 million of the decline in gross profit had consolidated gross margin remained constant. Gross margin increased 40 basis points, from 38.7% in fiscal 2012

to 39.1% in fiscal 2013 primarily due to improvements in Educational Resources gross margin. The Accelerated Learning segment generates higher gross margin due to its curriculum-based products than the Educational Resources segment and accounted for 26.4% of consolidated revenue in fiscal 2013 compared to 28.1% in fiscal 2012. This shift in sales between segments partially offset the increase in consolidated gross margin by approximately 20 basis points.

Educational Resources segment gross profit decreased \$3.8 million from \$174.2 million in fiscal 2012 to \$170.4 in fiscal 2013. Gross margin increased 100 basis points from 33.1% in fiscal 2012 to 34.1% in fiscal 2013. The increase was related to margin improvements in furniture and supplies associated with product pricing.

Accelerated Learning segment gross profit decreased \$13.8 million from \$108.1 million in fiscal 2012 to \$94.3 million in fiscal 2013. The decrease in gross profit for fiscal 2013 compared to fiscal 2012 is due to decreased spending on the Company's curriculum products. Gross margin increased 10 basis points from 52.7% in fiscal 2012 to 52.8% in fiscal 2013. Increased product development amortization spread over a smaller revenue base resulted in a 90 basis point reduction in gross margins in fiscal 2013. Favorable product mix partially offset this reduction.

Selling, General and Administrative Expenses

SG&A includes selling expenses, the most significant of which are wages and sales commissions; operations expenses, which include customer service, warehouse and out-bound freight costs; catalog costs; general administrative overhead, which includes information systems, accounting, legal and human resources; and depreciation and intangible asset amortization expense.

As a percent of revenue, SG&A increased from 37.6% in fiscal 2012 to 39.6% in fiscal 2013. SG&A decreased \$7.5 million from \$275.0 million in fiscal 2012 to \$267.5 million in fiscal 2013. SG&A attributable to the Educational Resources and Accelerated Learning segments decreased a combined \$23.3 million and Corporate SG&A increased \$15.8 million in fiscal 2013 as compared to fiscal 2012. Approximately \$7.5 million of the increase relates to costs associated with the Chapter 11 Cases. This includes \$4.7 million of pre-petition expenses associated with attorney and advisor fees incurred in preparation of the Chapter 11 filing and \$2.8 million of expenses associated with Company's rejection of the lease, and subsequent shutdown, of the Mt. Joy, Pennsylvania distribution center. The effect of company-wide furloughs taken in the third quarter of fiscal 2012 that did not occur in fiscal 2013 and an increase in employee healthcare costs and professional and outside services contributed to the increase in Corporate SG&A.

Educational Resources segment SG&A decreased \$13.4 million, or 9.3%, from \$144.1 million in fiscal 2012 to \$130.7 million in fiscal 2013. The segment had a decrease of \$7.4 million in marketing costs primarily associated with a decrease in catalog costs related to continued refinements in the Company's circulation strategy. In addition, reduced volume led to an approximate \$3.7 million decrease in its variable costs such as transportation, warehousing, and selling expenses. The remaining decrease is related primarily to headcount reductions. Educational Resources segment SG&A decreased as a percent of revenues from 27.4% in fiscal 2012 to 26.4% in fiscal 2013.

Accelerated Learning segment SG&A decreased \$9.9 million, or 11.4%, from \$86.9 million in fiscal 2012 to \$77.0 million in fiscal 2013. Reduced volume led to approximately \$4.5 million of a decrease in the segment's variable costs such as transportation, warehousing, and selling expenses. The remaining reduction is related primarily to segment headcount reductions and other compensation-related cost saving actions. Accelerated Learning segment SG&A increased as a percent of revenues from 42.4% for the fiscal year ended April 28, 2012 to 43.1% for the fiscal year ended April 27, 2013.

Bankruptcy Related Reorganization Costs

As of April 27, 2013, the Company had incurred \$23.0 million of post-petition charges related to its Chapter 11 bankruptcy filing and costs related to debtor in possession (“DIP”) financing required as part of the bankruptcy process. Professional fees incurred with attorneys and other advisors were \$12.4 million. The remaining reorganization expense was primarily related to the DIP financing. Bankruptcy-related expenses incurred post-petition have been classified as “Bankruptcy Related Reorganization Costs” on the Company’s Statement of Operations. Bankruptcy-related costs incurred pre-petition have been classified as SG&A.

Impairment Charges

The Company recorded \$45.8 million of impairment charges in fiscal 2013. Due to a triggering event in the third quarter, the Company recorded a goodwill impairment charge of \$41.1 million, which consisted of \$27.5 million, \$9.7 million and \$3.9 million for the Planning and Student Development, Reading and Califone reporting units, respectively. An impairment charge of \$4.7 million was related to indefinite-lived intangible assets of the Accelerated Learning segment.

The Company recorded \$107.5 million of goodwill and other intangible asset impairment charges in fiscal 2012 based on an assessment during the third quarter of fiscal 2012. The goodwill impairment charge was \$86.5 million, which consisted of \$47.4 million, \$20.3 million, \$7.8 million and \$11.0 million for the Planning and Student Development, Science, Reading and Califone reporting units, respectively. An impairment charge of \$21.0 million was related to indefinite-lived intangible assets of both the Educational Resources and Accelerated Learning segments.

Interest Expense

Interest expense increased \$1.4 million from \$27.2 million in fiscal 2012 to \$28.6 million in fiscal 2013. The increase is related primarily to higher borrowing costs on the Company’s pre-petition term loan as compared with the borrowing costs under the credit agreement in place during fiscal 2012. These increases have been partially offset by approximately \$3.7 million of reduced interest expense on the Company’s convertible debt. Since the convertible debt was an unsecured claim which management believed was unlikely to be allowed as a priority claim in the Chapter 11 Cases, interest on the convertible debt was not subsequent to the Company’s January 28, 2013 bankruptcy filing.

Loss on Early Extinguishment of Debt

The Company recorded a \$10.2 million charge in fiscal 2013 associated with the unamortized debt issuance costs related to the pre-bankruptcy credit facilities.

Early Termination of Long-Term Indebtedness

During the second quarter of fiscal 2013 the Company recorded a \$1.2 million early payment fee associated with the Company’s repayment of a portion of its pre-petition term loan.

During the third quarter of fiscal 2013, the Company recorded a \$25.1 million prepayment charge related to the acceleration of the obligations under the term loan credit agreement. The charge was triggered by the Company’s non-compliance with the minimum liquidity covenant. The early prepayment fee represented the present value of interest payments due to Bayside Finance, LLC during the term of the term loan credit agreement.

Impairment of Long-Term Asset

In the second quarter of fiscal 2013 the Company recorded a \$1.4 million impairment charge related to the note receivable it had recorded on its balance sheet from the sale of the Visual Media business in fiscal 2008. The Company received proceeds of \$3.0 million in conjunction with the settlement of the note receivable that was used to pay down a portion of the then-outstanding term loan.

Impairment of Unconsolidated Affiliate Investment

The Company recorded an impairment of its investment in Carson-Dellosa in both fiscal 2013 and fiscal 2012. The value of the Company's 35% ownership interest was re-evaluated in fiscal 2013 and fiscal 2012 as Carson-Dellosa operating results did not achieve expectations and prospective forecasts were lowered based on continued school spending declines in the supplemental education market. The decline in current and projected cash flows resulted in the value of the Company's ownership interest being \$7.7 million less than the Company's carrying amount in fiscal 2013. In fiscal 2012, this investment was written down by \$9.0 million. The write downs in both years have been reflected in other expense.

Provision for/(Benefit from) Income Taxes

The benefit from income taxes was \$0.3 million in fiscal 2013 as compared to a provision for income taxes of \$0.2 million in fiscal 2012. The current year benefit from income taxes includes \$8.5 million of income tax benefit related to the \$45.8 million goodwill and non-amortizable asset impairment. The fiscal 2012 benefit from income taxes included \$22.3 million of income tax benefit related to the \$107.5 million impairment of goodwill and non-amortizable asset impairment. For fiscal 2013 and 2012, approximately \$26.1 million and \$52.6 million, respectively, of the goodwill and non-amortizable intangible asset impairment was related to non-deductible goodwill and non-amortizable intangible assets associated with a past stock acquisition for which a tax benefit was not recorded. The remaining \$19.7 million impairment generated the \$8.5 million of tax benefit in fiscal 2013 and the remaining \$54.9 million impairment generated the \$22.3 million in fiscal 2012.

The tax provision for fiscal 2013 also includes an increase in our valuation allowance of \$38.6 million against deferred tax assets which the Company determined did not meet the standard of more likely than not of being realized. In fiscal 2012, the Company recorded a valuation allowance of \$32.6 million. The total valuation allowance at the end of fiscal 2013 is \$71.3 million.

Fiscal 2012 Compared to Fiscal 2011

The following discussion and analysis of fiscal 2012 results compared to fiscal 2011 results is based on a comparison of the Company's results of operations from continuing operations.

Overview of Fiscal 2012

Revenues for fiscal 2012 decreased 3.9% to \$732.0 million as compared to \$762.1 million in fiscal 2011. The Educational Resources and Accelerated Learning segments experienced revenue declines of 1.6% and 9.5% in fiscal 2012, respectively. The revenue declines in both the Educational Resources and the Accelerated Learning segments were attributable primarily to the current macroeconomic conditions and the impact those conditions have had on state budget funding levels.

Gross margin decreased 170 basis points to 38.7% in fiscal 2012 as compared to 40.4% in fiscal 2011. The decreased gross margin was related primarily to price discounting in the Educational Resources segment and product mix as the higher margin Accelerated Learning segment had a steeper revenue decline.

SG&A decreased 10 basis points as a percent of revenue in fiscal 2012 as compared to fiscal 2011. The decrease in SG&A as a percent of revenue was due to compensation –related decisions during the year, including employee furloughs and a reduction in force. Total SG&A declined by \$12.6 million in fiscal 2012 as compared to fiscal 2011. The Company's current full-time staffing was down approximately 150 individuals, or 8%, in fiscal 2012 as compared to fiscal 2011.

In the third quarter of fiscal 2012, the Company sold the SEEDS of Science/Roots of Reading product line for \$6.7 million. The Company recorded a gain on the sale of assets of \$4.4 million.

We recorded \$107.5 million of pre-tax impairment charges in the third quarter of fiscal 2012. The triggering event for the impairment analysis was a combination of the continued decrease in the Company's market capitalization and declines in the Company's forecasted future years' operating results and cash flows. On December 31, 2011, the Company's closing stock price was \$2.50 per share, compared with \$14.15 per share as of May 1, 2011. The Company's performance of the goodwill and indefinite-lived intangible asset impairment test resulted in an impairment charge of \$86.5 million for goodwill and \$21.0 million for indefinite-lived intangible assets. We recorded \$411.4 million of pre-tax impairment charges in the first quarter of fiscal 2011 primarily to reduce the carrying value of goodwill of the Educational Resources reporting unit, which is part of the Educational Resources segment, and the Science and Planning and Student Development reporting units, which are part of the Accelerated Learning segment. The Company experienced a significant decline in revenue and operating income in the first quarter, as education spending continued to suffer from the ongoing economic downturn. This, coupled with the decline in the Company's market capitalization during the first quarter of fiscal 2011, led to the determination during that period that goodwill and an indefinite-lived tradenames were impaired.

The Company also recorded a \$9.0 million and \$6.9 million pre-tax impairment charges related to its investment in Carson-Dellosa in the fourth quarters of fiscal 2012 and 2011, respectively due to experienced declines in Carson-Dellosa's revenue and operating income in those fiscal years.

Operating loss was \$95.1 million in fiscal 2012 as compared to \$391.4 million in fiscal 2011. Operating margins decreased from 2.6% in fiscal 2011 to 1.7% in fiscal 2012 excluding the impact of the impairment charge. The decrease in operating margins was a result of declines in school spending in fiscal 2012 due to the uncertainty in education funding levels and state budgetary concerns.

Revenue

Revenue decreased 3.9% from \$762.1 million in fiscal 2011 to \$732.0 million in fiscal 2012. Approximately 1% of the decline, or \$7.5 million was related to the incremental week in fiscal 2011 versus fiscal 2012 (53-week year versus 52-week year).

Educational Resources segment revenue decreased 1.6% from \$534.8 million in fiscal 2011 to \$526.3 million in fiscal 2012. The decline in Educational Resources segment revenue was comprised of a decline of approximately \$7 million in the supplies category and a decline of approximately \$2 million in the furniture category. Approximately \$6 million of the overall segment decline was related to the 52-week year in fiscal 2012 versus fiscal 2011's 53-week year. Thus, revenue was essentially flat between fiscal 2011 and fiscal 2012 on a comparable week basis.

Revenue for the supplies category had declined in fiscal 2011 due to execution issues in both the consolidation of the Company's bid departments, which respond to customer bid requests, and the streamlining of the Company's pricing and discount structure. The consolidation of the Company's bid departments resulted in an organization that was not properly staffed to effectively respond to bid opportunities. Thus, the Company's number of successful bid awards was negatively impacted, which the Company believes contributed to decreased revenue. The Company had addressed the staffing issues in the consolidated bid department and believes it more effectively responded to customer bid requests in fiscal 2012. For the fiscal 2011 back to school season, the Educational Resources segment of the Company consolidated pricing strategies of various brands. Historically, the Educational Resources segment used a variety of price and discount strategies for its different brands and catalogs. In moving to a consolidated pricing structure that was common to all brands, catalog prices and discounts were revised with the intention of creating a more consistent and easier to understand pricing structure for the customer. This consolidated pricing structure instead created customer confusion in fiscal 2011 due to the Company's ineffective communication of these new price points and discounting to the customer. The Company believes that this customer confusion contributed to a revenue decline in the first nine months of fiscal 2011 and led to the Company offering steeper price discounts in order to prevent any further revenue erosion. The

Company believes that better communication to customers of its pricing strategy stabilized price erosion and its impact on revenue and gross margin in fiscal 2012. The Company believes that its correction of these fiscal 2011 issues offset revenue declines from continued decreases in school spending.

Accelerated Learning segment revenues decreased by 9.5% from \$226.6 million in fiscal 2011 to \$205.1 in fiscal 2012. Approximately \$11 million of the decline was related to the Company's student planner and agenda products. Reductions in school funding of planners and agendas resulted in a combination of schools electing to forego agenda purchases entirely in the current school year, schools transitioning to lower priced agendas or lost business to lower-end competitors. The remaining decline was attributable primarily to the Company's curriculum products, which have been more susceptible to softer school spending partly attributable to delays in the finalization of a national curriculum. Partially offsetting the decline in the curriculum products was approximately \$5.6 million of science adoption revenue in Indiana.

Gross Profit

Gross profit decreased 8.0% from \$307.5 million in fiscal 2011 to \$283.0 million in fiscal 2012. The decrease in consolidated revenue resulted in approximately \$12 million of the decline in gross profit had consolidated gross margin remained constant. The decrease in consolidated gross margin of 170 basis points, from 40.4% in fiscal 2011 to 38.7% in fiscal 2012, decreased gross profit by \$12.4 million. The decreased gross margin was related to higher price discounts within the Educational Resources segment due to competitive pricing within the market and decreased revenues and product mix in the Accelerated Learning segment around new curriculum-based materials. In addition, a shift in product mix between the Company's segments accounted for approximately 40 basis points of gross margin decrease in fiscal 2012. The Accelerated Learning segment, which generates higher gross margin than the Educational Resources segment, due to its curriculum-based products, accounted for 29.7% of the consolidated revenue in fiscal 2011 compared to 28.1% in fiscal 2012.

Educational Resources segment gross profit decreased \$5.2 million from \$179.4 million in fiscal 2011 to \$174.2 in fiscal 2012. The decrease in segment revenue resulted in approximately \$3 million of the decline in gross profit had segment gross margin remained constant. The decrease in gross margin of 40 basis points from 33.5% in fiscal 2011 to 33.1% in fiscal 2012 decreased gross profit by \$2.2 million. Approximately 80 basis points of the decline in gross margin is related to cost increases such as higher freight costs attributable to fuel prices and substitution of higher cost domestic products to meet an increase in demand of products typically sourced overseas. The decline was partially offset by an increase of approximately 20 basis points in gross margin related to product mix shift within the segment towards more profitable products.

Accelerated Learning segment gross profit decreased \$17.8 million from \$125.9 million in fiscal 2011 to \$108.1 million in fiscal 2012. The decrease in segment revenue resulted in a \$12.0 million decline in gross profit had segment gross profit remained constant. The decrease in gross margin of 280 basis points from 55.5% in fiscal 2011 to 52.7% in fiscal 2012 resulted in a decrease in gross profit of \$5.8 million. Approximately 100 basis points of the decline was related to increased product development amortization spread over a smaller revenue base. The remaining decrease in gross margin was related to a loss of higher margin revenue associated with the Company's curriculum products as well as increased plastic costs for agenda products.

Selling, General and Administrative Expenses

As a percent of revenue, SG&A decreased from 37.7% in fiscal 2011 to 37.6% in fiscal 2012. SG&A decreased \$12.6 million from \$287.6 million in fiscal 2011 to \$275.0 million in fiscal 2012. Approximately \$3.5 million of the SG&A savings for fiscal 2012 is related to company-wide furloughs during the year and reduced headcount year-over-year. SG&A attributable to the Educational Resources and Accelerated Learning segments decreased a combined \$16.2 million and Corporate SG&A increased \$3.6 million in fiscal 2012 as compared to fiscal 2011. Approximately \$2 million of the increase in Corporate SG&A was related to additional depreciation expense, primarily for software and business system upgrades made in prior years. Incremental severance costs contributed \$0.6 million of the year-over-year increase.

Educational Resources segment SG&A decreased \$8.1 million, or 5.3%, from \$152.2 million in fiscal 2011 to \$144.1 million in fiscal 2012. The segment had a decrease of approximately \$4.0 million in its variable SG&A costs such as transportation, warehousing, and selling expenses associated with decreased revenues. The segment's portion of the consolidated savings related to the above-mentioned company-wide furloughs was approximately \$1.6 million. The remaining decrease was related primarily to headcount reductions and a reduction in severance expense. Educational Resources segment SG&A decreased as a percent of revenues from 28.5% for the fiscal year ended April 30, 2011 to 27.4% for the fiscal year ended April 28, 2012.

Accelerated Learning segment SG&A decreased \$8.1 million, or 8.5%, from \$95.0 million in fiscal 2011 to \$86.9 million in fiscal 2012. Reduced volume led to approximately \$6.3 million of a decrease in the segment's variable costs such as transportation, warehousing, and selling expenses. The segment's portion of the consolidated savings related to the above-mentioned company-wide furloughs was approximately \$1.2 million. The remaining decrease was related primarily to headcount reductions. Accelerated Learning segment SG&A increased as a percent of revenues from 41.9% for the fiscal year ended April 30, 2011 to 42.4% for the fiscal year ended April 28, 2012.

Gain on Sale of Product Line

In the third quarter of fiscal 2012, the Company sold the SEEDS of Science/Roots of Reading product line for \$6.7 million. The Company recorded a gain on the sale of assets of \$4.4 million.

Impairment Charges

The Company recorded \$107.5 million of goodwill and other intangible asset impairment charges in fiscal 2012 based on an assessment during the third quarter of fiscal 2012. The goodwill impairment charge was \$86.5 million, which consisted of \$47.4 million, \$20.3 million, \$7.8 million and \$11.0 million for the Planning and Student Development, Science, Reading and Califone reporting units, respectively. An impairment of \$21.0 million was related to indefinite-lived intangible assets of both the Educational Resources and Accelerated Learning segments. The Company recorded \$411.4 million of impairment charges in fiscal 2011 pursuant to its annual goodwill and intangible asset assessment. The goodwill impairment charge was \$411.2 million, which consisted of \$247.9 million, \$55.4 million, and \$106.1 million for the Educational Resources, Science, and Planning and Student Development reporting units, respectively. An impairment of \$0.2 million was related to an indefinite-lived tradename intangible.

Interest Expense

Net interest expense decreased \$1.0 million from \$28.2 million in fiscal 2011 to \$27.2 million in fiscal 2012. The decrease was related primarily to a \$0.5 million reduction in commitment fees on unborrowed funds under the Company's credit facility in fiscal 2012 as the total facility size was reduced through amendments to the Credit Agreement. Non-cash interest expense associated with the Company's then-outstanding convertible notes decreased by approximately \$0.5 million. These decreases were partially offset by increased amortization of loan fees in fiscal 2012.

Other Expense

In the first quarter of fiscal 2012 and the fourth quarter of fiscal 2011, the Company entered into exchange agreements with holders of \$57.5 million and \$100.0 million, respectively, in aggregate principal amount of the Company's 3.75% Convertible Debentures due 2026 that were originally issued in 2006. In the exchanges for their old debentures, the holders received new debentures with changes to the conversion, put and premium features. The Company incurred and expensed \$1.1 million and \$1.9 million in issuance costs in conjunction with these exchange transactions in fiscal 2012 and fiscal 2011, respectively.

The Company recorded an impairment of its equity method investment in Carson-Dellosa in both fiscal 2012 and fiscal 2011. The value of the Company's 35% ownership interest was re-evaluated in fiscal 2012 as Carson-Dellosa operating results did not achieve expectations and prospective forecasts were lowered based on continued school spending declines in the supplemental education market. The decline in current and projected cash flows resulted in the value of the Company's ownership interest being \$9.0 million less than the Company's carrying amount. In fiscal 2011, this equity method investment was written down by \$6.9 million. The write downs in both years have been reflected in other expense.

Provision for/(Benefit from) Income Taxes

The provision for income taxes was \$0.2 million in fiscal 2012 as compared to a benefit from income taxes of \$73.1 million in fiscal 2011. The current year provision for income taxes includes \$22.3 million of income tax benefit related to the \$107.5 million goodwill and non-amortizable asset impairment. The fiscal 2011 benefit from income taxes included \$66.5 million of income tax benefit related to the \$411.4 million impairment of goodwill and non-amortizable asset impairment. For fiscal 2012 and 2011, approximately \$52.6 million and \$237.8 million, respectively, of the goodwill and non-amortizable intangible asset impairment was related to non-deductible goodwill and non-amortizable intangible assets associated with a past stock acquisition for which a tax benefit was not recorded. The remaining \$54.9 million impairment generated the \$22.3 million of tax benefit in fiscal 2012 and the remaining \$173.4 million impairment generated the \$66.5 million in fiscal 2011.

The tax provision for fiscal 2012 also included a valuation allowance of \$32.6 million against deferred tax assets which the Company determined did not meet the standard of more likely than not of being realized. This is due to the Company's recent history of losses and forward-looking projections of a taxable loss in fiscal 2013. There was no valuation allowance recorded in fiscal 2011.

Due to the significant impact the impairment charge and valuation allowance had on the effective rate, the Company believes the tax benefit and effective rate excluding these items is a better comparison between fiscal 2012 and fiscal 2011. Excluding the impairment charge and valuation allowance, fiscal 2012 would have had a tax benefit of \$9.4 million as compared to a tax benefit of \$6.6 million for fiscal 2011. The increase was related to a decline in pre-tax income excluding impairment. Excluding impairment and valuation allowance, the effective tax rate was 37.1% in fiscal 2012 as compared to 39.2% in fiscal 2011.

Excluding impairment and valuation allowance, the effective income tax rate of 37.1% exceeds the federal statutory rate of 35% primarily due to state income taxes.

Liquidity and Capital Resources

At April 27, 2013, the Company had negative working capital of \$30.3 million. Our capitalization at April 27, 2013 was \$294.5 million and consisted of debt of \$373.7 million and shareholders' deficit of \$79.2 million.

On May 22, 2012, the Company entered into an Asset-Based Credit Agreement (the "2012 ABL Facility") and Term Loan Credit Agreement (the "Term Loan"), which replaced the Company's then-existing credit facility. The lenders under the 2012 ABL Facility agreed to provide a revolving senior secured asset-based credit facility in an aggregate principal amount of \$200 million. Under the Term Loan, the lenders agreed to make a term loan to the Company in aggregate principal amount of \$70 million. The Company used the proceeds of the 2012 ABL Facility and the Term Loan to repay outstanding indebtedness under the Company's previous credit facility. Both the 2012 ABL Facility and the Term Loan contained customary events of default and certain financial, affirmative and negative covenants. The Company was not in compliance with the minimum liquidity covenant under the term loan as of the end of December, 2012. As a result, the Company entered into a forbearance agreement with the 2012 ABL Facility and Term Loan lenders on January 4, 2013.

On January 28, 2013 the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The cases (the “Chapter 11 Cases”) were being jointly administered as Case No. 13-10125 (KJC) under the caption “In re School Specialty, Inc., et al.” The Debtors continued to operate their business as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of Chapter 11 and orders of the Bankruptcy Court. The Company’s foreign subsidiaries were not part of the Chapter 11 Cases.

The Chapter 11 Cases were filed in response to an environment of ongoing declines in school spending and a lack of sufficient liquidity, including trade credit provided by the Debtors’ vendors, to permit the Debtors to pursue their business strategy to position the School Specialty brands successfully for the long term.

Subsequent to filing the Chapter 11 Cases, on January 31, 2013, the Company entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the “Bayside DIP Agreement”) by and among the Company, certain of its subsidiaries, Bayside Finance, LLC (“Bayside”) (as Administrative Agent and Collateral Agent), and the lenders party to the Bayside Credit Agreement and a Debtor-in-Possession Credit Agreement (the “ABL DIP Agreement”) by and among Wells Fargo Capital Finance, LLC (as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner) and GE Capital Markets, Inc. (as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent), General Electric Capital Corporation (as Syndication Agent), and the lenders that are party to the Asset-Based Credit Agreement (the “Asset-Based Lenders”) and the Company and certain of its subsidiaries.

The Bayside DIP Agreement provided for a senior secured, super-priority revolving credit facility of up to \$50 million (the “Bayside DIP Facility”), with an initial borrowing upon closing of \$15 million, and subsequent borrowings of \$8.0 million.

Borrowings by the Company under the Bayside DIP Facility were subject to borrowing limitations based on the exhaustion of availability of credit under the ABL DIP Facility (as defined below) and certain other conditions. The principal amounts outstanding under the Bayside DIP Facility bore interest based on applicable LIBOR or base rates plus margins as set forth in the Bayside DIP Agreement. Upon the occurrence of an event of default in the Bayside DIP Agreement, an additional default interest rate of 3.0% per annum applied. The Bayside DIP Agreement also provided for certain additional fees payable to the agents and lenders.

All borrowings under the Bayside DIP Agreement were required to be repaid on the earliest of (i) June 30, 2013, and (ii) the date of termination of the Bayside DIP Agreement, whether pursuant to the consummation of a sale of substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code, or (iii) certain other termination events.

Pursuant to a Security and Pledge Agreement, the Bayside DIP Facility was secured by substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Bayside Lenders (the “Intercreditor Agreement”) the Bayside Lenders had a first priority security interest in all interests in real property, all intellectual property, all equipment and fixtures, and certain other assets of the Company and its subsidiaries, and had a second priority security interest in accounts receivable, inventory and certain other assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the Asset-Based Lenders in such assets. The obligations under the Bayside DIP Facility were extinguished with proceeds from the Ad Hoc DIP Agreement discussed below.

The ABL DIP Agreement provided a revolving senior secured asset-based credit facility (the “ABL DIP Facility”) in an aggregate principal amount of \$175 million. Outstanding amounts under the ABL DIP Facility bore interest at a rate per annum equal to either: (1) a base rate (equal to the greatest of (a) the prime lending rate, (b) the federal funds rate plus 0.50%, and (c) the 30-day LIBOR rate plus 1.00% per annum) plus 2.75%, or (2) a LIBOR rate plus 3.75%. The default interest rate was three percentage points above the otherwise applicable rate.

Pursuant to a Guaranty and Security Agreement, the ABL DIP Facility was secured by substantially all assets of the Company and the guarantor subsidiaries. Under the Intercreditor Agreement, the Asset-Based Lenders had a first priority security interest in accounts receivable, inventory and certain other assets of the Company and the subsidiary guarantors, and had a second priority security interest in all interests in real property, all intellectual property, all equipment and fixtures, and certain other assets of the Company and its subsidiaries, subordinate only to the first priority security interest of the Bayside Lenders in such assets.

The ABL DIP Agreement contained customary events of default and affirmative and negative covenants, including (but not limited to) affirmative covenants relating to reporting, appointment of a chief restructuring officer, and bankruptcy transaction milestones, and negative covenants related to the financing order of the Bankruptcy Court, additional indebtedness, liens, assets, fundamental changes, and use of proceeds.

On February 27, 2013, the Company entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the "Ad Hoc DIP Agreement") by and among the Company, certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent and the lenders party to the Ad Hoc DIP Agreement, which replaced the Bayside DIP Agreement, the related Bayside DIP Facility and the Term Loan Credit Agreement.

The Ad Hoc DIP Agreement provided for a senior secured, super-priority revolving credit facility of up to \$155 million (the "Ad Hoc DIP Facility"), with an initial borrowing upon closing of \$130 million, and subsequent borrowings of \$15 million following the entry of the final order of the Bankruptcy Court and upon the satisfaction of certain conditions.

The principal amounts outstanding under the Ad Hoc DIP Facility bore interest based on applicable LIBOR or base rates plus margins as set forth in the Ad Hoc DIP Agreement. Upon the occurrence of an event of default in the Ad Hoc DIP Agreement, an additional default interest rate of 2.0% per annum applies. The Ad Hoc DIP Agreement also provides for certain additional fees payable to the agents and lenders.

All borrowings under the Ad Hoc DIP Agreement were required to be repaid on the earliest of (i) June 30, 2013, and (ii) the date of termination of the Ad Hoc DIP Agreement, whether pursuant to the consummation of a sale of substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code, or (iii) certain other termination events.

Pursuant to a Security and Pledge Agreement, the Ad Hoc DIP Facility was secured by a first priority security interest in substantially all of the assets of the Company and the guarantor subsidiaries.

Under Section 362 of the Bankruptcy Code, the filing of voluntary bankruptcy petitions by the Debtors automatically stayed most actions against the Debtors, including most actions to collect indebtedness incurred prior to the Petition Date or to exercise control over the Company's property. Accordingly, although the Company defaulted on certain of the Debtors' debt obligations, creditors were stayed from taking any actions as a result of such defaults.

On May 23, 2013, the Bankruptcy Court approved the Reorganization Plan pursuant to a Confirmation Order dated May 23, 2013, as corrected June 3, 2013 (the "Confirmation Order"). On the Effective Date of the Reorganization Plan, the Ad Hoc DIP Facility and the ABL DIP Facility and the related security agreements were terminated in accordance with the terms of the Reorganization Plan.

On June 11, 2013, in accordance with the Reorganization Plan, the Company entered into a Loan Agreement (the "Asset-Based Credit Agreement") among the Company, Bank of America, N.A., as Agent, SunTrust Bank, as Syndication Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated and SunTrust Robinson Humphrey, Inc., as Joint Lead Arrangers and Bookrunners, and the Lenders that are party to the Asset-Based Credit Agreement (the "Asset-Based Lenders").

Under the Asset-Based Credit Agreement, the Asset-Based Lenders agreed to provide a revolving senior secured asset-based credit facility (the “New ABL Facility”) in an aggregate principal amount of \$175 million. Outstanding amounts under the New ABL Facility will bear interest at a rate per annum equal to, at the Company’s election: (1) a base rate (equal to the greatest of (a) the prime lending rate, (b) the federal funds rate plus 0.50%, and (c) the 30-day LIBOR rate plus 1.00% per annum) (the “Base Rate”) plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the fixed charge coverage ratio under the New ABL Facility and the applicable point in the life of the New ABL Facility) (the “Applicable Margin”), or (2) a LIBOR rate plus the Applicable Margin (the “LIBOR Rate”). Interest on loans under the New ABL Facility bearing interest based upon the Base Rate will be due monthly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The New ABL Facility will mature on June 11, 2018. The Company may prepay advances under the New ABL Facility in whole or in part at any time without penalty or premium. The Company will be required to make specified prepayments upon the occurrence of certain events, including: (1) the amount outstanding on the New ABL Facility exceeding the Borrowing Base, and (2) the Company’s receipt of net cash proceeds of any sale or disposition of assets that are first priority collateral for the New ABL Facility.

Pursuant to a Guaranty and Collateral Agreement dated as of June 11, 2013 (the “New ABL Security Agreement”), the New ABL Facility is secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Term Loan Lenders, as defined and described below, the Asset-Based Lenders have a first priority security interest in substantially all working capital assets of the Company and the guarantor subsidiaries, and a second priority security interest in all other assets, subordinate only to the first priority security interest of the Term Loan Lenders in such other assets.

The Asset-Based Credit Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to a springing financial covenant relating to the Company’s fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments.

Also on June 11, 2013, the Company entered into a Credit Agreement (the “New Term Loan Credit Agreement”) among the Company, Credit Suisse AG, as Administrative Agent and Collateral Agent, and the lenders party to the New Term Loan Credit Agreement (the “Term Loan Lenders”).

Under the New Term Loan Credit Agreement, the Term Loan Lenders agreed to make a term loan (the “New Term Loan”) to the Company in aggregate principal amount of \$145 million. The outstanding principal amount of the New Term Loan will bear interest at a rate per annum equal to the applicable LIBOR rate (with a 1% floor) plus 8.50%, or the base rate plus a margin of 7.50%. Interest on loans under the New Term Loan Credit Agreement bearing interest based upon the base rate will be due quarterly in arrears, and interest on loans bearing interest based upon the LIBOR rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The New Term Loan matures on June 11, 2019. The New Term Loan Credit Agreement requires prepayments at specified levels upon the Company’s receipt of net proceeds from certain events, including: (1) certain dispositions of property, divisions, business units or business lines; and (2) other issuances of debt other than Permitted Debt, as defined in the New Term Loan Credit Agreement. The Post-Emergence Term Loan Credit Agreement also requires prepayments at specified levels from the Company’s excess cash flow. The Company is also permitted to voluntarily prepay the New Term Loan in whole or in part. Any prepayments are to be made at par, plus an early payment fee calculated in accordance with the terms of the New Term Loan Credit Agreement if prepaid prior to the second anniversary of the New Term Loan Credit Agreement.

Pursuant to a Guarantee and Collateral Agreement dated as of June 11, 2013 (the “New Term Loan Security Agreement”), the New Term Loan is secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Term Loan Lenders, the Term Loan Lenders have a second priority security interest in substantially all working capital assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the Asset-Based Lenders in such assets, and a first priority security interest in all other assets.

The New Term Loan Credit Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to quarterly financial covenants commencing on the fiscal quarter ending October 26, 2013, relating to the Company’s (1) minimum interest coverage ratio and (2) maximum net total leverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments.

Previous Financings

In November 2006, we sold \$200.0 million of convertible subordinated debentures due 2026, (the “2006 Debentures”). The 2006 Debentures were unsecured, subordinated obligations of the Company, which paid interest at 3.75% per annum and were convertible upon satisfaction of certain conditions. The debentures were redeemable at our option on or after November 30, 2011. On November 30, 2011, the holders had the right to require us to repurchase all or some of the 2006 Debentures.

On March 1, 2011 and July 7, 2011, we exchanged \$100.0 million and \$57.5 million, respectively, in aggregate principal amount of the outstanding 2006 Debentures, for \$100.0 million and \$57.5 million, respectively, in aggregate principal amount of convertible debentures also due November 30, 2026, (the “2011 Debentures”). The 2011 Debentures were unsecured, subordinated obligations of the Company, which paid interest at 3.75% per annum on each May 30th and November 30th, and were convertible upon satisfaction of certain conditions. Principal accreted on the 2011 Debentures at a rate of 3.9755% per year, compounding on a semi-annual basis.

On the Effective Date of the Reorganization Plan, pursuant to the Reorganization Plan and the Confirmation Order, 2011 Debentures were canceled and the indenture under which the 2011 Debentures were issued was terminated.

Cash Flows

Net cash provided by operating activities decreased \$15.4 million, from net cash provided by operating activities of \$17.9 million in fiscal 2012 to net cash provided by operating activities of \$2.5 million in fiscal 2013. This change is primarily related to the Company’s Chapter 11 Cases. As a result of the Chapter 11 Cases, a portion of the Company’s vendors suspended normal trade terms and required the Company to prepay for inventory purchases. These prepayments were approximately \$15 million as of the end of fiscal 2013.

Net cash used in investing activities for fiscal 2013 was \$36.9 million, compared to \$12.1 million for fiscal 2012. During the fourth quarter of fiscal 2013, the Company placed \$25.0 million of cash into a restricted account. The Ad Hoc DIP Agreement required the funds to be placed in an escrow account as a deposit for an early termination fee payable to Bayside that was provided under the Term Loan Credit Agreement. During the first quarter of fiscal 2013, the Company transferred \$2.7 million of cash into a restricted account. During fiscal 2013, \$1.4 million was transferred from the restricted cash account as the letters of credit secured by this amount were canceled. The funds in this restricted account serve as collateral primarily for the Company’s workmen’s compensation insurance and other lease obligations, secured by letters of credit. The funds held in restricted accounts cannot be withdrawn from our account without prior written consent of the secured parties. Additions to property, plant and equipment decreased \$6.4 million, from \$11.1 million in fiscal 2012 to \$4.7 million in fiscal 2013. Partially offsetting the increase was the \$3.0 million receipt related to the collection of portion of a long-term

note receivable which was related to divestiture activity dating back to fiscal 2008. The proceeds from the long-term note receivable were used to reduce the then-existing Term Loan from \$70.0 million to \$67.0 million during the second quarter of fiscal 2013. The Company received no proceeds from the sale of assets in fiscal 2013 as compared to \$6.7 million in fiscal 2012.

Net cash provided by (used in) financing activities increased \$69.8 million to \$54.6 million net cash provided by financing activities in fiscal 2013 as compared to net cash used in financing activities of \$15.2 million for fiscal 2012. The increase was due to \$46.9 million of increased borrowings under the Company's credit facilities and \$42.5 million related to the Company's redemption of convertible debt in fiscal 2012. The increases were offset by an \$8.5 million increase in debt fees incurred in fiscal 2013 and \$9.9 million of fees related to the DIP financing incurred in fiscal 2013.

Off Balance Sheet Arrangements

None.

Summary of Contractual Obligations

The following table summarizes our contractual debt and operating lease obligations as of April 27, 2013:

	Payments Due (in thousands)				
	Total	Less than 1 year	1 – 3 years	3 – 5 years	More than 5 years
Long-term debt obligations (1)	\$ 198,302	\$ 198,302	\$ —	\$ —	\$ —
Convertible subordinated notes (2)	164,667	164,667	—	—	—
Operating lease obligations	39,284	7,218	10,227	9,112	12,727
Purchase obligations (3)	—	—	—	—	—
Total contractual obligations	\$ 402,253	\$ 370,187	\$ 10,227	\$ 9,112	\$ 12,727

- (1) Long-term debt obligations include principal and interest payments on our DIP credit facilities, which would have matured on June 30, 2013. These DIP credit facilities were refinanced as of June 11, 2013.
- (2) The amounts reflected for these debentures include accrued interest at the balance sheet date. These debentures are unsecured and are reflected as "liabilities subject to compromise" in the accompanying consolidated financial statements.
- (3) As of April 27, 2013, we did not have any material long-term purchase obligations. The Company's short-term purchase obligations as of April 27, 2013 were primarily for the purchase of inventory in the normal course of business.

Fluctuations in Quarterly Results of Operations

Our business is subject to seasonal influences. Our historical revenues and profitability have been dramatically higher in the first two quarters of our fiscal year, primarily due to increased shipments to customers coinciding with the start of each school year. Quarterly results also may be materially affected by variations in our costs for the products sold, the mix of products sold and general economic conditions. Therefore, results for any quarter are not indicative of the results that we may achieve for any subsequent fiscal quarter or for a full fiscal year.

The following table sets forth certain unaudited consolidated quarterly financial data for fiscal years 2013 and 2012 (in thousands, except per share data). We derived this quarterly data from our unaudited consolidated financial statements.

	Fiscal 2013				
	First	Second	Third	Fourth	Total
Revenues	\$252,139	\$236,866	\$ 80,791	\$ 105,202	\$ 674,998
Gross profit	103,597	92,700	29,406	38,177	263,880
Operating income (loss)	28,481	25,336	(76,612)	(26,605)	(49,400)
Earnings (loss), net of income taxes	18,256	14,264	(108,509)	(70,267)	(146,256)
Equity in (losses) earnings of unconsolidated affiliate, net of tax	119	(137)	(1,418)	—	(1,436)
Net income (loss)	18,375	14,127	(109,927)	(70,267)	(147,692)
Basic earnings per share of common stock:					
Earnings/(loss)	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)
Total	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)
Diluted earnings per share of common stock:					
Earnings/(loss)	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)
Total	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)

	Fiscal 2012				
	First	Second	Third	Fourth	Total
Revenues	\$ 276,084	\$ 251,375	\$ 85,258	\$ 119,274	\$ 731,991
Gross profit	111,276	95,060	30,628	46,050	283,014
Operating income (loss)	31,500	21,655	(126,545)	(21,688)	(95,078)
Earnings (loss), net of income taxes	13,570	8,744	(103,006)	(51,837)	(132,529)
Equity in (losses) earnings of unconsolidated affiliate, net of tax	(20)	135	(1,608)	5	(1,488)
Net income (loss)	13,550	8,879	(104,614)	(51,832)	(134,017)
Basic earnings per share of common stock:					
Earnings/(loss)	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)
Total	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)
Diluted earnings per share of common stock:					
Earnings/(loss)	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)
Total	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)

Inflation

Inflation, particularly in fuel and other oil-related costs, has had and could continue to have an effect on our results of operations and our internal and external sources of liquidity.

Critical Accounting Policies

We believe the policies identified below are critical to our business and the understanding of our results of operations. The impact and any associated risks related to these policies on our business are discussed throughout this section where applicable. Refer to the notes to our consolidated financial statements in Item 8 for detailed discussion on the application of these and other accounting policies. The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the

reported amounts of revenues and expenses during the reporting period. We evaluate our estimates and assumptions on an ongoing basis and base them on a combination of historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ from those estimates. Our critical accounting policies that require significant judgments and estimates and assumptions used in the preparation of our consolidated financial statements are as follows:

Revenue Recognition

Revenue, net of estimated returns and allowances, is recognized upon the shipment of products or upon the completion of services provided to customers, which corresponds to the time when risk of ownership transfers, the selling price is fixed, the customer is obligated to pay, collectability is reasonably assured and we have no significant remaining obligations. Cash received in advance from customers is deferred on our balance sheet as a current liability and recognized upon the shipment of products or upon the completion of services provided to the customers.

Catalog Costs and Related Amortization

We spend approximately \$16 million annually to produce and distribute catalogs. We accumulate all direct costs incurred, net of vendor cooperative advertising payments, in the development, production and circulation of our catalogs on our balance sheet until such time as the related catalog is mailed. They are subsequently amortized into SG&A over the expected sales realization cycle, which is one year or less. Consequently, any difference between our estimated and actual revenue stream for a particular catalog and the related impact on amortization expense is neutralized within a period of one year or less. Our estimate of the expected sales realization cycle for a particular catalog is based on, among other possible considerations, our historical sales experience with identical or similar catalogs and our assessment of prevailing economic conditions and various competitive factors. We track our subsequent sales realization, reassess the marketplace, and compare our findings to our previous estimate and adjust the amortization of our future catalogs, if necessary.

Development Costs

We accumulate external and certain internal costs incurred in the development of our products which can include a master copy of a book, video or other media, on our balance sheet. As of April 27, 2013, we had \$28.2 million in development costs on our balance sheet. A majority of these costs are associated with science and reading intervention businesses. The capitalized development costs are subsequently amortized into cost of revenues over the expected sales realization cycle of the products, which is typically five years. During fiscal 2013, we amortized development costs of \$7.2 million to expense. We continue to monitor the expected sales realization cycle for each product, and will adjust the remaining expected life of the development costs or recognize an impairment, if warranted.

Goodwill and Intangible Assets, and Long-Lived Assets

At April 27, 2013, intangible assets represented approximately 27.4% of our total assets. We review our goodwill and other indefinite life intangible assets for impairment annually, or more frequently if indicators of impairment exist. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such indicators may include, among others: a significant decline in our expected future cash flows; a sustained, significant decline in our stock price and market capitalization; a significant adverse change in legal factors or in the business climate; unanticipated competition; the testing for recoverability of a significant asset group within a reporting unit; and slower growth rates. Any adverse change in these factors could have a significant impact on the recoverability of these assets and could have a material impact on our consolidated financial statements.

As it relates to goodwill and indefinite life intangible assets, we apply the impairment rules in accordance with FASB ASC Topic 350, “*Intangibles—Goodwill and Other*”. As required by FASB ASC Topic 350, the recoverability of these assets is subject to a fair value assessment, which includes judgments regarding financial projections, including forecasted cash flows and discount rates, and comparable market values. As it relates to finite life intangible assets, we apply the impairment rules as required by FASB ASC Topic 360-10-15, “*Impairment or Disposal of Long-Lived Assets*” which also requires significant judgments related to the expected future cash flows attributable to the primary asset. Key assumptions used in the impairment analysis include, but are not limited to, expected future cash flows, business plan projections, revenue growth rates, and the discount rate utilized for discounting such cash flows. The impact of modifying any of these assumptions can have a significant impact on the estimate of fair value and, thus, the estimated recoverability, or impairment, if any, of the asset.

In connection with the preparation of the financial statements for the third quarter of fiscal 2013, the Company concluded a triggering event had occurred which would more likely than not reduce the fair value of the reporting units below their carrying value. The triggering event was a combination of the declines in the Company’s forecasted future years’ operating results and cash flows, and the liquidity concerns and eventual default under pre-bankruptcy credit agreements.

As discussed in Note 8 of the consolidated financial statements, in the third quarter of fiscal 2013 and the third quarter of fiscal 2012 the Company recorded impairment charges of \$41.1 million and \$86.5 million, respectively, to goodwill and \$4.7 million and \$21.0 million, respectively, to indefinite-lived intangible assets. The goodwill impairment recorded in fiscal 2013 reduced the Company’s goodwill balance to zero. The impairments were determined as part of the fair value assessment of these assets.

In the first quarter of fiscal 2013, the Company performed its annual impairment test. We tested goodwill for impairment by determining the fair value of the Company’s reporting units using a combined income (discounted cash flow) and market approach (guideline public company comparables) valuation model. The details regarding the determination of the fair value of the reporting units, including the key assumptions used in the impairment analysis, are discussed in Note 8 of the consolidated financial statements. The impact of modifying any of these assumptions can have a significant impact on the estimate of fair value and, thus, the estimated recoverability, or impairment, if any, of the asset. Changes in estimates or the application of alternative assumptions could have produced significantly different results.

The fair value assessments in the third quarter of fiscal 2013 of the reporting units with goodwill (Califone, Reading, and Planning and Student Development) indicated that the goodwill balances of these reporting units was impaired as the carrying value exceeded the fair value of the units. As a result, the Company recorded impairment charges of \$3.9 million, \$9.7 million and \$27.5 million to the reporting units of Califone, Reading, Science and Planning and Student Development, respectively.

The fair value assessment in the third quarter of fiscal 2013 on the indefinite-lived intangible assets indicated the carrying value exceeded the fair value. As a result the Company recorded an impairment of \$4.7 million to non-amortizable trademark and tradename.

The Company also performed an impairment test of its long-lived assets in the third quarter of fiscal 2013. The Company compared the sum of the undiscounted cash flows during the remaining useful life of the primary asset for each identified asset group to the carrying value of the asset group. No impairment was recorded as a result of this analysis.

Valuation Allowance for Deferred Tax Assets

We initially recorded a tax valuation allowance against our deferred tax assets in the fourth quarter of fiscal 2012. In recording the valuation allowance, management considered whether it was more likely than not that some or all of the deferred tax assets would be realized. This analysis included consideration of scheduled reversals of deferred tax liabilities, projected future taxable income, carry back potential and tax planning strategies, in accordance with FASB ASC Topic 740, “Income Taxes”. At April 27, 2013, our valuation allowance totaled \$71.3 million.

Fresh Start Accounting

As a result of the Chapter 11 Cases, the realization of assets and satisfaction of liabilities, without substantial adjustment and/or changes in ownership are subject to uncertainty. The implementation of the Reorganization Plan and the adoption of fresh start accounting on June 11, 2013 will materially change the amounts and classifications of certain assets and liabilities, as compared to amounts and classifications shown in the historical consolidated financial statements. For further details on fresh start accounting, see Note 23 of the consolidated financial statements. Except as otherwise expressly stated in this Annual Report, the financial statements and other financial information contained herein do not reflect fresh start accounting adjustments.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Our financial instruments include cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities and debt. Market risks relating to our operations result primarily from changes in interest rates. Our borrowings under our credit facility are primarily dependent upon LIBOR rates. Assuming no change in our financial structure, if variable interest rates were to have averaged 100 basis points higher during fiscal 2013 and fiscal 2012, pre-tax earnings would have decreased by approximately \$3.1 million and \$3.4 million respectively. This amount was determined by considering a hypothetical 100 basis point increase in interest rates on average variable-rate debt outstanding. The estimated fair value of long-term debt approximated its carrying value at April 27, 2013 and April 28, 2012, with the exception of our convertible debt, which at April 27, 2013 had a carrying value of \$163.7 million and an estimated fair market value \$30.4 million based on estimated equity value to be received in connection with the Debtors' Reorganization Plan, and at April 28, 2012 had a carrying value of \$157.5 million and a fair market value of \$113.4 million.

Item 8. Financial Statements and Supplementary Data

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
School Specialty, Inc.
Greenville, Wisconsin

We have audited the accompanying consolidated balance sheets of School Specialty, Inc. (Debtor-In-Possession) and subsidiaries (the "Company") as of April 27, 2013 and April 28, 2012, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity (deficit), and cash flows for each of the three fiscal years in the period ended April 27, 2013. Our audits also included the financial statement schedule listed in the Index at Item 15(a)(2). These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of School Specialty, Inc. (Debtor-In-Possession) and subsidiaries as of April 27, 2013 and April 28, 2012, and the results of their operations and their cash flows for each of the three fiscal years in the period ended April 27, 2013, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Notes 1 and 24 to the consolidated financial statements, on May 23, 2013, the Bankruptcy Court entered an order confirming the plan of reorganization, which became effective on June 11, 2013.

/s/ DELOITTE & TOUCHE LLP

Milwaukee, Wisconsin

August 7, 2013

FINANCIAL STATEMENTS

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED BALANCE SHEETS
(In Thousands, Except Share Data)

	April 27, 2013	April 28, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 20,769	\$ 484
Restricted cash	26,302	—
Accounts receivable, less allowance for doubtful accounts of \$926 and \$2,072, respectively	58,942	62,826
Inventories, net	92,582	100,504
Deferred catalog costs	8,924	11,737
Prepaid expenses and other current assets	29,901	11,111
Refundable income taxes	9,793	3,570
Deferred taxes	—	4,797
Total current assets	<u>247,213</u>	<u>195,029</u>
Property, plant and equipment, net	39,209	57,491
Goodwill	—	41,263
Intangible assets, net	110,306	124,242
Development costs and other, net	30,079	35,206
Deferred taxes long-term	51	390
Investment in unconsolidated affiliate	715	9,900
Total assets	<u>\$ 427,573</u>	<u>\$ 463,521</u>
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Current maturities of long-term debt	\$ 198,302	\$ 955
Accounts payable	22,897	74,244
Accrued compensation	7,197	8,094
Deferred revenue	2,237	3,095
Accrued fee for early termination of long-term debt	25,000	—
Other accrued liabilities	21,905	18,932
Total current liabilities	<u>277,538</u>	<u>105,320</u>
Long-term debt less current maturities	—	289,668
Other liabilities	925	587
Liabilities subject to compromise	228,302	—
Total liabilities	<u>506,765</u>	<u>395,575</u>
Commitments and contingencies - Note 21		
Shareholders' equity (deficit):		
Preferred stock, \$0.001 par value per share, 1,000,000 shares authorized; none outstanding	—	—
Common stock, \$0.001 par value per share, 150,000,000 shares authorized; 24,599,159 and 24,300,545 shares issued, respectively	24	24
Capital paid-in excess of par value	446,232	444,428
Treasury stock, at cost—5,420,210 and 5,420,210 shares, respectively	(186,637)	(186,637)
Accumulated other comprehensive income	22,381	23,631
Accumulated deficit	<u>(361,192)</u>	<u>(213,500)</u>
Total shareholders' equity (deficit)	<u>(79,192)</u>	<u>67,946</u>
Total liabilities and shareholders' equity (deficit)	<u>\$ 427,573</u>	<u>\$ 463,521</u>

See accompanying notes to consolidated financial statements.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF OPERATIONS
(In Thousands, Except Per Share Amounts)

	For the Fiscal Year Ended		
	April 27, 2013	April 28, 2012	April 30, 2011
Revenues	\$ 674,998	\$ 731,991	\$ 762,078
Cost of revenues	411,118	448,977	454,557
Gross profit	263,880	283,014	307,521
Selling, general and administrative expenses	267,491	274,967	287,560
(Gain) on sale of product line	—	(4,376)	—
Impairment Charge	45,789	107,501	411,390
Operating loss	(49,400)	(95,078)	(391,429)
Other expense:			
Interest expense	28,600	27,182	28,157
Loss on early extinguishment of debt	10,201	—	—
Early termination of long-term indebtedness	26,247	—	—
Impairment of long-term asset	1,414	—	—
Impairment of equity-method investment	7,749	9,012	6,861
Expense associated with convertible debt exchange	—	1,090	1,920
Loss before reorganization costs and provision for (benefit from) income taxes	(123,611)	(132,362)	(428,367)
Bankruptcy related reorganization costs	22,979	—	—
Loss before provision for (benefit from) income taxes	(146,590)	(132,362)	(428,367)
Provision for / (benefit from) income taxes	(334)	167	(73,132)
Loss before losses from investment in unconsolidated affiliate	(146,256)	(132,529)	(355,235)
Losses of unconsolidated affiliate	(1,436)	(1,488)	(1,038)
Net loss	<u>\$ (147,692)</u>	<u>\$ (134,017)</u>	<u>\$ (356,273)</u>
Weighted average shares outstanding:			
Basic and Diluted	18,922	18,878	18,870
Net loss per share:			
Basic and Diluted	\$ (7.81)	\$ (7.10)	\$ (18.88)

See accompanying notes to consolidated financial statements.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In Thousands)

	<u>For the Fiscal Year Ended</u>		
	<u>April 27, 2013</u>	<u>April 28, 2012</u>	<u>April 30, 2011</u>
Net loss	<u>\$ (147,692)</u>	<u>\$ (134,017)</u>	<u>\$ (356,273)</u>
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustments	<u>(1,250)</u>	<u>(2,759)</u>	<u>2,338</u>
Total comprehensive loss	<u>\$ (148,942)</u>	<u>\$ (136,776)</u>	<u>\$ (353,935)</u>

See accompanying notes to consolidated financial statements.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)
FOR THE FISCAL YEARS ENDED APRIL 27, 2013, APRIL 28, 2012 and APRIL 30, 2011
(In Thousands)

	<u>Common Stock</u>		<u>Capital Paid-in Excess of Par Value</u>	<u>Treasury Stock, at Cost</u>	<u>Accumulated Other Comprehensive Income</u>	<u>(Accumulated Deficit) / Retained Earnings</u>	<u>Total Shareholders' Equity (Deficit)</u>
	<u>Shares</u>	<u>Dollars</u>					
Balance at April 24, 2010	24,280	\$ 24	\$ 436,959	\$(186,637)	\$ 24,052	\$ 276,790	\$ 551,188
Issuance of common stock in conjunction with stock option exercises, net	10	—	—				—
Exchange of convertible debt			3,387				3,387
Issuance of convertible debt			(1,302)				(1,302)
Tax deficiency on option exercises			(555)				(555)
Share-based compensation expense			2,846				2,846
Foreign currency translation adjustment					2,338		2,338
Net loss						(356,273)	(356,273)
Balance at April 30, 2011	24,290	24	441,335	(186,637)	26,390	(79,483)	201,629
Issuance of common stock in conjunction with stock option exercises, net	10	—	—				—
Exchange of convertible debt			938				938
Tax deficiency on option exercises			(352)				(352)
Share-based compensation expense			2,507				2,507
Foreign currency translation adjustment					(2,759)		(2,759)
Net loss						(134,017)	(134,017)
Balance at April 28, 2012	24,300	24	444,428	(186,637)	23,631	(213,500)	67,946
Issuance of common stock in conjunction with stock option exercises, net	299	—	—				—
Tax deficiency on option exercises			(91)				(91)
Share-based compensation expense			1,895				1,895
Foreign currency translation adjustment					(1,250)		(1,250)
Net loss						(147,692)	(147,692)
Balance at April 27, 2013	24,599	\$ 24	\$ 446,232	\$(186,637)	\$ 22,381	\$(361,192)	\$ (79,192)

See accompanying notes to consolidated financial statements.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)

	For the Fiscal Year Ended		
	April 27, 2013	April 28, 2012	April 30, 2011
Cash flows from operating activities:			
Net loss	\$ (147,692)	\$(134,017)	\$(356,273)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and intangible asset amortization expense	33,220	29,650	27,832
Amortization of development costs	7,179	6,615	5,334
Losses of unconsolidated affiliate	1,436	1,488	1,038
Loss on early extinguishment of debt	10,201	—	—
Early termination of long-term indebtedness	1,247	—	—
Fees related to DIP financing	9,855	—	—
Amortization of debt fees and other	2,019	2,399	2,162
Share-based compensation expense	1,895	2,507	2,846
Impairment of goodwill and intangible assets	45,789	107,501	411,390
Impairment of equity-method investment	7,749	9,012	6,861
Impairment of long-term asset	1,414	—	—
Expense associated with convertible debt exchange	—	1,090	1,920
Deferred taxes	5,206	963	(89,392)
(Gain) on sale of assets	—	(4,376)	—
Non-cash convertible debt interest expense	6,828	9,462	9,999
Changes in current assets and liabilities (net of assets acquired and liabilities assumed in business combinations):			
Accounts receivable	3,960	3,598	5,783
Inventories	7,922	10,028	(11,297)
Deferred catalog costs	2,813	4,902	(3,046)
Prepaid expenses and other current assets	(20,221)	(2,136)	1,347
Accounts payable	110	(11,424)	38,430
Accrued liabilities	15,430	(19,372)	5,076
Accrued bankruptcy related reorganization costs	6,188	—	—
Net cash provided by (used in) operating activities	<u>2,548</u>	<u>17,890</u>	<u>60,010</u>
Cash flows from investing activities:			
Cash paid for acquisitions, net of cash acquired	—	—	(360)
Additions to property, plant and equipment	(4,734)	(11,098)	(15,789)
Proceeds from note receivable	3,000	—	—
Change in restricted cash	(26,302)	—	—
Investment in product development costs	(7,579)	(7,608)	(9,052)
Investment in product line	(1,250)	—	—
Proceeds from sale of assets	—	6,650	—
Net cash used in investing activities	<u>(36,865)</u>	<u>(12,056)</u>	<u>(25,201)</u>
Cash flows from financing activities:			
Pre-petition proceeds from bank borrowings	1,029,131	670,600	810,600
Pre-petition repayment of debt and capital leases	(1,110,809)	(641,404)	(720,068)
DIP proceeds from bank borrowings	307,636	—	—
DIP repayment of debt and capital leases	(149,850)	—	—
Redemption of convertible debt	—	(42,500)	(133,000)
Early termination of long-term indebtedness	(1,247)	—	—
Fees related to DIP financing	(9,855)	—	—
Payment of debt fees and other	(10,404)	(1,867)	(3,555)
Net cash provided by (used in) financing activities	<u>54,602</u>	<u>(15,171)</u>	<u>(46,023)</u>
Net (decrease) increase in cash and cash equivalents	20,285	(9,337)	(11,214)
Cash and cash equivalents, beginning of period	484	9,821	21,035
Cash and cash equivalents, end of period	<u>\$ 20,769</u>	<u>\$ 484</u>	<u>\$ 9,821</u>
Supplemental disclosures of cash flow information:			
Interest paid	\$ 20,162	\$ 15,132	\$ 17,137
Income taxes paid	\$ 534	\$ 14,344	\$ 4,320
Bankruptcy related reorganization cost paid (included in operating activities, above)	\$ 16,791	\$ —	\$ —

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF CASH FLOWS—(Continued)
(In Thousands)

The Company paid cash in connection with certain business combinations accounted for under the purchase method in the fiscal year ended April 30, 2011. There was no cash paid in connection with business combinations during the fiscal years ended April 27, 2013 and April 28, 2012. The fair values of the assets and liabilities of the acquired companies are presented as follows:

	For the Fiscal Year Ended <u>April 30, 2011</u>
Inventories	\$ 55
Property, plant and equipment	20
Intangible assets	<u>285</u>
Net assets acquired	<u>\$ 360</u>

See accompanying notes to consolidated financial statements.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE FISCAL YEARS ENDED APRIL 27, 2013, APRIL 28, 2012 AND APRIL 30, 2011
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NOTE 1—BANKRUPTCY PROCEEDINGS

On January 28, 2013 (the “Petition Date”), School Specialty, Inc. and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The cases (the “Chapter 11 Cases”) were jointly administered as Case No. 13-10125 (KJC) under the caption “In re School Specialty, Inc., et al.” The Debtors continued to operate their business as “debtors-in-possession” (“DIP”) under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of Chapter 11 and orders of the Bankruptcy Court. The Company’s foreign subsidiaries (collectively, the “Non-Filing Entities”) were not part of the Chapter 11 Cases.

The Chapter 11 Cases were filed in response to an environment of ongoing declines in school spending and a lack of sufficient liquidity, including trade credit provided by the Debtors’ vendors, to permit the Debtors to pursue their business strategy to position the School Specialty brands successfully for the long term. As part of the Chapter 11 Cases and as discussed further in Note 24 – Subsequent Events, the Debtors’ developed and implemented a Chapter 11 reorganization plan that met the standards for confirmation under the Bankruptcy Code. The Chapter 11 reorganization plan will materially alter the classifications and amounts reported in the Company’s consolidated financial statements, which do not give effect to any adjustments to the carrying values of assets or amounts of liabilities that might be necessary as a consequence of confirmation of the Chapter 11 reorganization plan or the effect of any operational changes that may be implemented.

Operation and Implication of the Bankruptcy Filing

Under Section 362 of the Bankruptcy Code, the filing of voluntary bankruptcy petitions by the Debtors automatically stayed most actions against the Debtors, including most actions to collect indebtedness incurred prior to the Petition Date or to exercise control over the Company’s property. Accordingly, although the Company defaulted on certain of the Debtors’ debt obligations, creditors were stayed from taking any actions as a result of such defaults. Absent an order of the Bankruptcy Court, substantially all of the Company’s pre-petition liabilities were subject to settlement under a reorganization plan or in connection with a Section 363 sale.

Subsequent to the Petition Date, the Company received approval from the Bankruptcy Court to pay or otherwise honor certain pre-petition obligations generally designed to stabilize the Company’s operations. These obligations related to certain employee wages, salaries and benefits, and the payment of vendors and other providers in the ordinary course for goods and services received after the Petition Date. The Company retained, pursuant to Bankruptcy Court approval, legal and financial professionals to advise the Company in connection with the bankruptcy filing and certain other professionals to provide services and advice in the ordinary course of business.

Reorganization Plan

In order for the Company to emerge successfully from Chapter 11, the Company determined that it was in the best interests of the Debtors’ estates to seek Bankruptcy Court confirmation of a reorganization plan. A reorganization plan determines the rights and satisfaction of claims of various creditors and security holders, subject to the ultimate outcome of negotiations and Bankruptcy Court decisions ongoing through the date on which the reorganization plan is confirmed.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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On May 23, 2013, the Bankruptcy Court entered an order confirming the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan"), and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan became effective on June 11, 2013 (the "Effective Date"). See Note 24 for additional information regarding the Reorganization Plan.

During fiscal 2013, the Company incurred \$27,711 of legal, professional and financial fees related to the Company's Chapter 11 filing. \$4,732 of the charges were incurred pre-petition and are included in selling, general and administrative expense on the consolidated statements of operations. These pre-petition costs were related to professional services and advice in conjunction with the bankruptcy filing. \$22,979 of these charges were incurred post-petition and are detailed in Note 5.

Financial Statement Presentation and Going Concern

We have prepared the accompanying consolidated financial statements in accordance with FASB ASC Topic 852 "Reorganizations" and on a going concern basis, which assumes continuity of operations, realization of assets and satisfaction of liabilities in the ordinary course of business. During the Chapter 11 Cases, the Company's ability to continue as a going concern was contingent upon its ability to comply with the financial and other covenants contained in its ABL DIP Agreement and Ad Hoc DIP Agreement (see Note 10), the Bankruptcy Court's approval of the Company's Reorganization Plan and the Company's ability to successfully implement the Company's plan and obtain exit financing, among other factors. As a result of the Chapter 11 Cases, the realization of assets and satisfaction of liabilities were subject to uncertainty. The Company emerged from Chapter 11 in June, 2013. Accordingly, management believes, subject to performance in accordance with the terms outlined in the Reorganization Plan upon emergence from Chapter 11 on the Effective Date (see Note 24), as well as projected compliance with applicable financial, affirmative, and negative covenants, that has resolved the substantial doubt and uncertainty relative to the Company's ability to continue as a going concern, described above.

In connection with the Company's emergence from Chapter 11, the Company adopted fresh start accounting as of June 11, 2013 in accordance with ASC 852 "Reorganizations". Upon the adoption of fresh start accounting, the financial statements of the Company will not be comparable in various material respects, to any of the Company's previously issued financial statements. The financial statements as of June 11, 2013 and for periods subsequent to the fresh start effective date reflect that of a new entity, resulting in changes to balances previously presented (see Note 23). Except as otherwise expressly stated in this Note 23, these financial statements do not reflect fresh start accounting adjustments.

NOTE 2—ORGANIZATION AND BASIS OF PRESENTATION

School Specialty, Inc. and subsidiaries (the "Company") is an education company, serving the preK-12 market, with leading brands that provide educators with innovative and proprietary products, programs and services designed to help educators engage and inspire students of all ages and abilities, with operations primarily in the United States and Canada.

The accompanying consolidated financial statements and related notes to consolidated financial statements include the accounts of School Specialty, Inc., its subsidiaries and the companies acquired in business combinations from their respective dates of acquisition. All inter-company accounts and transactions have been eliminated.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE FISCAL YEARS ENDED APRIL 27, 2013, APRIL 28, 2012 AND APRIL 30, 2011
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NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Definition of Fiscal Year

The Company's fiscal year ends on the last Saturday in April in each year. As used in these consolidated financial statements and related notes to consolidated financial statements, "fiscal 2013," "fiscal 2012" and "fiscal 2011" refer to the Company's fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011, respectively. The year ended April 30, 2011 represents a 53 week year, while the years ended April 27, 2013 and April 28, 2012 represent 52 week years.

Cash and Cash Equivalents

The Company considers cash investments with original maturities of three months or less from the date of purchase to be cash equivalents.

Inventories

Inventories, which consist primarily of products held for sale, are stated at the lower of cost or market on a first-in, first-out basis in accordance with FASB ASC Topic 330, "Inventories". Excess and obsolete inventory reserves recorded were \$9,437 and \$9,950 as of April 27, 2013 and April 28, 2012, respectively.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Additions and improvements are capitalized, whereas maintenance and repairs are expensed as incurred. Depreciation of property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives range from twenty-five to forty years for buildings and their components and three to fifteen years for furniture, fixtures and equipment. Property and equipment leased under sale-leaseback obligations and capital leases are amortized over the lesser of its useful life or its lease term.

Goodwill and Non-amortizable Intangible Assets

Goodwill represents the excess of cost over the fair value of net assets acquired in business combinations accounted for under the purchase method. Certain intangible assets including a perpetual license agreement and various trademarks and tradenames are estimated to have indefinite lives and are not subject to amortization. Under FASB ASC Topic 350, "Intangibles—Goodwill and Other," goodwill and indefinite-lived intangible assets are not subject to amortization but rather must be tested for impairment annually or more frequently if events or circumstances indicate they might be impaired. The Company performs the annual impairment test during the first quarter of each fiscal year. Amortizable intangible assets include customer relationships,

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
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publishing rights, non-compete agreements, trademarks and tradenames, order backlog and copyrights and are being amortized over their estimated useful lives. In the third quarter of fiscal 2013, the Company concluded that a triggering event had occurred which required the Company to assess whether the fair values of the reporting units were below their carrying values. The triggering event was a combination of the declines in the Company's forecasted future years' operating results and cash flows, and the liquidity concerns and eventual default under pre-bankruptcy credit agreements. As a result of the Company's performance of the goodwill and indefinite-lived intangible asset impairment test in the third quarter of fiscal 2013, the Company recorded impairment charges of \$41,089 for goodwill and \$4,700 for indefinite-lived intangible assets. As a result of an assessment performed in the third quarter of fiscal 2012, the Company recorded goodwill and indefinite-lived intangible impairment charges of \$86,491 and \$21,010, respectively in fiscal 2012. See Note 8 for details of these impairment charges.

Impairment of Long-Lived Assets

As required by FASB ASC Topic 360-10-35 "*Impairment or Disposal of Long-Lived Assets*," the Company reviews property, plant and equipment, definite-lived intangible assets and development costs for impairment if events or circumstances indicate an asset might be impaired. The Company assesses impairment based on undiscounted cash flows and records any impairment based on estimated fair value determined using discounted cash flows.

Due to the triggering events identified above in the discussion of Goodwill and Non-Amortizable Intangible Assets, the Company also performed an impairment test of its long-lived assets in the third quarter of fiscal 2013. The Company compared the sum of the undiscounted cash flows during the remaining useful life of the primary asset for each identified asset group to the carrying value of the asset group. No impairment was recorded as a result of this analysis.

Development Costs

Development costs represent external and internal costs incurred in the development of a master copy of a book, workbook, video or other supplemental educational materials and products. The Company capitalizes development costs and amortizes these costs into costs of revenues over the lesser of five years or the product's life cycle in amounts proportionate to expected revenues. At April 27, 2013 and April 28, 2012, net development costs totaled \$28,234 and \$27,726, respectively, and are included as a component of development costs and other assets, net, in the consolidated balance sheets.

Fair Value of Financial Instruments

U.S. GAAP defines fair value as the price that would be received for an asset or paid to transfer a liability (exit price) in an orderly transaction between market participants in the principal or most advantageous market for the asset or liability. U.S. GAAP also classifies the inputs used to measure fair value into the following hierarchy:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or input other than quoted prices that are observable for the asset or liability.

Level 3: Unobservable inputs for the asset or liability.

SCHOOL SPECIALTY, INC.
(DEBTOR-IN-POSSESSION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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The following table sets forth the items measured at fair value on a non-recurring basis during fiscal years 2013 and 2012. All items were categorized as Level 3 within the fair value hierarchy. Refer to these notes to the consolidated financial statements for descriptions valuation techniques and inputs used to develop these fair value measurements, there were no changes to the valuation techniques during fiscal 2013, relative to fiscal 2012:

<u>Description</u>	<u>Balance Sheet Location</u>	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>
Goodwill	Goodwill	\$ —	\$ 41,263
Indefinite-lived intangible assets	Intangible assets, net	14,410	19,110
Investment in Carson-Dellosa	Investment in unconsolidated affiliate	715	9,900

The Fiscal 2012 disclosure of items measured at fair value on a non-recurring basis has been revised from amounts previously reported to adjust indefinite-lived intangible assets to exclude definite-lived intangibles and to exclude the new debentures, which were not measured at fair value on a non-recurring basis.

As a result of the Company's performance of the goodwill impairment test in the third quarter of fiscal 2013, the Company recorded an impairment charge of \$41,089 for goodwill.

As a result of the Company's performance of the indefinite-lived intangible asset impairment test in the third quarter of fiscal 2013, the Company recorded an impairment charge of \$4,700 for indefinite-lived intangible assets.

During the fourth quarter of fiscal 2013, the Company evaluated its investment in Carson-Dellosa for impairment and, based on updated current forward-looking projections, concluded Carson-Dellosa investment had an other-than-temporary impairment. As such, the Company recorded an impairment of \$7,749 in fiscal 2013.

In accordance with FASB ASC Topic 825, "*Financial Instruments*" and FASB ASC Topic 820, "*Fair Value Measurement*," the carrying amounts of the Company's financial instruments including cash and cash equivalents, accounts receivable, accounts payable, and accrued liabilities approximate fair value given the short maturity of these instruments.

The following table sets forth the financial instruments where carrying amounts may vary from fair value as of April 27, 2013:

<u>Description</u>	<u>Balance Sheet Location</u>	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Categorization</u>
ABL DIP Agreement	Current maturities	\$ 43,302	\$ 43,302	Level 3
Ad Hoc DIP Agreement	Current maturities	155,000	155,000	Level 3
2011 Debentures	Liabilities subject to compromise	163,688	30,355	Level 3
Accounts payable	Liabilities subject to compromise	51,951	19,400	Level 3
Sale leaseback obligations	Liabilities subject to compromise	11,684	—	Level 3

The Company has estimated the April 27, 2013 fair value of the amounts outstanding under its ABL DIP Agreement and Ad Hoc DIP Agreement approximated their carrying values at the end of fiscal 2013 given the variable interest rates and the proximate maturity date of each facility. As a result of the Company's Chapter 11 filing, each of the 2011 Debentures, accounts payable and sale leaseback obligations are liabilities subject to

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compromise as of April 27, 2013. The amount of liabilities subject to compromise represents the Company's estimate, where an estimate is determinable, of known or potential prepetition claims to be addressed in connection with the bankruptcy proceedings. The carrying amount of such liabilities are reported at the Company's current estimate, where an estimate is determinable, of the allowed claim amount, even though they may settle for lesser amounts. The Company has estimated the April 27, 2013 fair value of each of these financial instruments based on the expected value of the recovery as reflected in the Company's Reorganization Plan and as depicted in Note 23 – Preliminary Pro Forma Fresh Start Financial Statements (Unaudited). The fair value of the 2011 Debentures is based on the expected equity valuation of common shares which the Company distributed to the holders of the 2011 Debentures in accordance with the term of the Reorganization Plan.

The estimated fair value of the amounts outstanding under the then-existing credit facility approximated its carrying value at April 28, 2012 given the variable interest rates included with this facility. The Company's convertible debt had a carrying value of \$164,878 and a fair market value of \$113,359 at April 28, 2012, as determined using the closing bid prices as reported on the National Association of Securities Dealers, Inc.'s Portal Market on April 28, 2012. The Company's sale-leaseback obligations had a carrying value of \$12,663 and a fair market value of \$13,736 at April 28, 2012 as determined using estimated interest rates available at April 28, 2012 for similar long-term borrowings.

Income Taxes

In accordance with FASB ASC Topic 740, "Income Taxes", income taxes have been computed utilizing the asset and liability approach which requires the recognition of deferred tax assets and liabilities for the tax consequences of temporary differences by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. Valuation allowances are provided when it is anticipated that some or all of a deferred tax asset is not likely to be realized.

Revenue Recognition

Revenue, net of estimated returns and allowances, is recognized upon the shipment of products or upon the completion of services provided to customers, which corresponds to the time when risk of ownership transfers, the selling price is fixed, the customer is obligated to pay, collectability is reasonably assured and the Company has no significant remaining obligations. Cash received in advance from customers is deferred on the balance sheet as a current liability and recognized upon the shipment of products or upon the completion of services provided to customers.

Concentration of Credit Risks

The Company grants credit to customers in the ordinary course of business. The majority of the Company's customers are school districts and schools. Concentration of credit risk with respect to trade receivables is limited due to the significant number of customers and their geographic dispersion. During fiscal 2013, 2012 and 2011, no customer represented more than 10% of revenues or accounts receivable.

Vendor Rebates

The Company receives reimbursements from vendors (vendor rebates) based on annual purchased volume of products from its respective vendors. The Company's vendor rebates are earned based on pre-determined

SCHOOL SPECIALTY, INC.
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percentage rebates on the purchased volume of products within a calendar year. The majority of the rebates are not based on minimum purchases or milestones, and therefore the Company recognizes the rebates on an accrual basis and reduces cost of revenues over the estimated period the related products are sold.

Deferred Catalog Costs

Deferred catalog costs represent costs which have been paid to produce Company catalogs, net of vendor cooperative advertising payments, which will be used in and benefit future periods. Deferred catalog costs are amortized in amounts proportionate to expected revenues over the life of the catalog, which is one year or less. Amortization expense related to deferred catalog costs is included in the consolidated statements of operations as a component of selling, general and administrative expenses. Such amortization expense for fiscal years 2013, 2012 and 2011 was \$16,057, \$22,051 and \$20,731, respectively.

Restructuring

The Company accounts for restructuring costs associated with both the closure or disposal of distribution centers and severance related to headcount reductions in accordance with FASB ASC Topic 712, “*Compensation — Retirement Benefits*.” During fiscal 2013, the Company recorded \$1,561 of severance expense. During fiscal 2012 and fiscal 2011, the Company recorded \$2,313 and \$1,847, respectively, of severance expense. As of April 27, 2013, April 28, 2012 and April 30, 2011, there was \$716, \$1,123 and \$361, respectively, of accrued restructuring costs recorded in other accrued liabilities on the consolidated balance sheet primarily related to various cost reduction activities. See Note 20 for details of these restructuring charges.

Shipping and Handling Costs

In accordance with FASB ASC Topic 605-45-45, “*Revenue Recognition—Principal Agent Considerations— Other Presentation*,” the Company accounts for shipping and handling costs billed to customers as a component of revenues. The Company accounts for shipping and handling costs incurred as a cost of revenues for shipments made directly from vendors to customers. For shipments made from the Company’s warehouses, the Company accounts for shipping and handling costs incurred as a selling, general and administrative expense. The amount of shipping and handling costs included in selling, general and administrative expenses for fiscal years 2013, 2012 and 2011 was \$31,631, \$31,844 and \$33,635, respectively.

Foreign Currency Translation

The financial statements of foreign subsidiaries have been translated into U.S. dollars in accordance with FASB ASC Topic 830, “*Foreign Currency Matters*.” All balance sheet accounts have been translated using the exchange rates in effect at the balance sheet date. Amounts in the statements of operations have been translated using the weighted average exchange rate for the year. Resulting translation adjustments are included in foreign currency translation adjustment within other comprehensive income.

Share-Based Compensation Expense

The Company accounts for its share-based compensation plans under the recognition and measurement principles of FASB ASC Topic 718, “*Compensation—Stock Compensation*” and FASB ASC Topic 505, “*Equity-Based Payments to Non-Employees*”. See Note 15.

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Recent Accounting Pronouncements

In May, 2011, the FASB issued Accounting Standard Update (“ASU”) No. 2011-04, *Fair Value Measurements*, FASB ASC Topic 820. The purpose of ASU No. 2011-04 was to develop common requirements for measuring fair value and for disclosing information about fair value measurements in accordance with US GAAP and International Financial Reporting Standards (“IFRS”). ASU No. 2011-04 was effective for interim and annual reporting periods beginning after December 15, 2011. The adoption ASU No. 2011-04 by the Company did not have a material impact on the Company’s financial position, results of operations, comprehensive income (loss) or cash flows.

In June, 2011, the FASB issued ASU No. 2011-05, *Presentation of Comprehensive Income*, FASB ASC Topic 220. The purpose of ASU No. 2011-05 was to improve the comparability, consistency, and transparency of financial reporting and to increase the prominence of items reported in other comprehensive income. ASU No. 2011-05 became effective for fiscal years and interim reporting periods within those years beginning after December 15, 2011, and early adoption was permitted. The Company early adopted ASU No. 2011-05 during the second quarter ended October 29, 2011. The adoption of ASU No. 2011-05 impacted the presentation of the Company’s consolidated Statements of Comprehensive Income (Loss) in the consolidated financial statements but it did not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income.

In September 2011, the FASB issued ASU No. 2011-08, *Testing Goodwill for Impairment*, FASB ASC Topic 350, which provides entities with the option of first assessing qualitative factors to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. If it is determined, on the basis of qualitative factors, that the fair value of the reporting unit is more-likely-than-not less than the carrying amount, the two-step impairment test would still be required. ASU No. 2011-08 became effective for interim and annual goodwill impairment tests performed for fiscal years beginning after December 15, 2011, and early adoption was permitted. The Company did not elect to perform a qualitative assessment during fiscal 2013. As a result, the adoption ASU No. 2011-08 had no impact on the Company’s consolidated financial statements.

In July 2012, the FASB issued ASU No. 2012-02, *Intangibles-Goodwill and Other*, FASB ASC Topic 350 – Testing Indefinite-Lived Intangible Assets for Impairment. ASU No. 2012-02 amends the impairment test for indefinite-lived intangible assets by allowing companies to first assess the qualitative factors to determine if it is more likely than not that an indefinite-lived intangible asset might be impaired as a basis for determining whether it is necessary to perform the quantitative impairment test. The changes to the ASC as a result of this update are effective prospectively for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. The Company does not expect that the adoption of this guidance will have a material impact on its Consolidated Financial Statements.

In February 2013, the FASB issued ASU No. 2013-02, “*Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income*.” ASU No. 2013-02 requires presentation of reclassification adjustments from each component of accumulated other comprehensive income either in a single note or parenthetically on the face of the financial statements, for those amounts required to be reclassified into net income (loss) in their entirety in the same reporting period. For amounts that are not required to be reclassified in their entirety in the same reporting period, cross-reference to other disclosures is required. This update is effective for the Company beginning in fiscal 2014. The adoption of this guidance requires changes in presentation only and will have no impact on the Company’s consolidated financial statements.

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NOTE 4—LIABILITIES SUBJECT TO COMPROMISE

The following table reflects pre-petition liabilities that are subject to compromise.

	April 27, 2013
Accounts payable	\$ 51,951
2011 Debentures	163,688
Pre-petition accrued interest on 2011 Debentures	979
Sale-leaseback obligations	11,684
Liabilities subject to compromise	<u>\$ 228,302</u>

Liabilities subject to compromise primarily represented unsecured pre-petition obligations of the Debtors that are expected to be subject to compromise as part of the Reorganization Plan and are subject to settlement at lesser amounts. The amount of liabilities subject to compromise represents the Debtors' estimate, where an estimate is determinable, of known or potential prepetition claims to be addressed in connection with the bankruptcy proceedings. Such liabilities are reported at the Debtors' current estimate, where an estimate is determinable, of the allowed claim amount, even though they may settle for lesser amounts.

As of April 27, 2013, the Company had not completed the process of reconciling its pre- and post-petition liabilities. Pursuant to court order, the Company has been authorized to pay certain prepetition and operating liabilities incurred in the ordinary course of business (e.g., salaries and insurance). Accordingly, liabilities subject to compromise is subject to change.

NOTE 5—BANKRUPTCY RELATED REORGANIZATION COSTS

The following table reflects bankruptcy related reorganization costs incurred in fiscal 2013.

	April 27, 2013
Professional fees	\$ 12,429
Financing costs	9,734
Other	816
Bankruptcy related restructuring charges	<u>\$22,979</u>

NOTE 6—BUSINESS COMBINATIONS

Fiscal 2011

During the fourth quarter of fiscal 2011, the Company completed the acquisition of a portion of the operating assets of Telex, a division of Bosch Security Systems, Inc. for an aggregate purchase price of \$360. The assets acquired relate to Telex's distribution of headphones, earphones, headsets, and their replaceable cords used in the education marketplace. The earphone and headphone models subject to the acquisition are the Discovery, Odyssey, Explorer and 610 models. This business has been integrated into the Company's Califone business unit within the Educational Resources segment. The results of this acquisition have been included in the

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accompanying consolidated financial statements since the date of acquisition, would not have had a material effect on the Company's overall performance on a pro forma basis, and did not have a material effect on the Company's fiscal 2011 performance.

NOTE 7—INVESTMENT IN UNCONSOLIDATED AFFILIATE

Investment in unconsolidated affiliate was accounted for under the equity method through the end of the third quarter in fiscal 2013. Effective with the commencement of the Debtors' Chapter 11 Cases, the Company no longer maintained a seat on the unconsolidated affiliate's board of directors as a result of the Debtors' Chapter 11 Cases. As a result, the Debtor no longer had significant influence over the unconsolidated affiliate and began to account for the investment in unconsolidated affiliate under the cost method effective at the beginning of the fourth quarter of fiscal 2013.

The investment in unconsolidated affiliate consisted of the following:

	<u>Percent- Owned</u>	<u>April 27, 2013</u>	<u>April 28, 2012</u>
Carson-Dellosa Publishing, LLC	35%	\$ 715	\$ 9,900

On November 13, 2009, the Company completed the divestiture of the School Specialty Publishing business unit to Carson-Dellosa Publishing, LLC ("Carson-Dellosa"), a newly-formed business entity. Under the divestiture agreement, the Company combined its publishing unit net assets with those of Cookie Jar Education, Inc. and received a 35% interest, accounted for under the equity method, in Carson-Dellosa. For the years ended April 27, 2013, April 28, 2012 and April 30, 2011, the Company recorded a pre-tax loss of \$1,436, \$1,488 and \$1,038, respectively, resulting from its 35% minority equity interest in Carson-Dellosa.

The Company reviews Carson-Dellosa's unaudited financial statements on a quarterly basis and audited financial statements on an annual basis for indicators of triggering events or circumstances that indicate a potential impairment. During the fourth quarters of fiscal 2013 and 2012, the Company evaluated its investment in Carson-Dellosa for impairment and, based on updated current forward-looking projections, concluded the Carson-Dellosa investment had an other-than-temporary impairment. As such, the Company recorded \$7,749, \$9,012 and \$6,861 impairments in fiscals 2013, 2012, and 2011 respectively in other expense in the Company's Consolidated Statements of Operations. The resulting fair value of \$715 and \$9,900 in fiscal 2013 and 2012, respectively, was estimated using a discounted cash flow model and is considered a Level 3 fair value measurement due to the use of significant unobservable inputs related to the timing and amount of future earnings based on projections of Carson-Dellosa's future financing structure, contractual and market-based revenues and operating costs.

In performing the impairment assessment, the Company estimated the fair value of its reporting units using the Income Approach (discounted cash flow analysis). The discounted cash flow ("DCF") valuation method requires an estimation of future cash flows of an entity and then discounting those cash flows to their present value using an appropriate discount rate. The discount rate selected should reflect the risks inherent in the projected cash flows. The key inputs and assumptions of the DCF method are the projected cash flows, the terminal value of the reporting unit and the discount rate. The growth rate used for the terminal value calculation was 0% and 3% in fiscal 2013 and 2012, respectively, and the discount rate was 11.3% in both fiscal 2013 and 2012.

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The investment amount represents the Company's maximum exposure to loss as a result of the Company's ownership interest. Losses are reflected in "Losses of unconsolidated affiliate."

NOTE 8—GOODWILL AND OTHER INTANGIBLE ASSETS

The following table presents details of the Company's intangible assets, including the range of useful lives, excluding goodwill:

<u>April 27, 2013</u>	<u>Gross Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Amortizable intangible assets:			
Customer relationships (10 to 17 years)	\$ 36,760	\$ (25,248)	\$ 11,512
Publishing rights (15 to 25 years)	113,260	(40,018)	73,242
Non-compete agreements (3.5 to 10 years)	150	(127)	23
Tradenames and trademarks (5 to 30 years)	4,354	(1,424)	2,930
Order backlog and other (less than 1 to 13 years)	1,766	(1,238)	528
Perpetual license agreements (10 years)	14,506	(6,845)	7,661
Total amortizable intangible assets	<u>170,796</u>	<u>(74,900)</u>	<u>95,896</u>
Non-amortizable intangible assets:			
Tradenames and trademarks	14,410	—	14,410
Total non-amortizable intangible assets	<u>14,410</u>	<u>—</u>	<u>14,410</u>
Total intangible assets	<u>\$ 185,206</u>	<u>\$ (74,900)</u>	<u>\$ 110,306</u>
<u>April 28, 2012</u>	<u>Gross Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Amortizable intangible assets:			
Customer relationships (10 to 17 years)	\$ 36,905	\$ (22,984)	\$ 13,921
Publishing rights (15 to 25 years)	113,260	(34,408)	78,852
Non-compete agreements (3.5 to 10 years)	5,480	(5,300)	180
Tradenames and trademarks (10 to 30 years)	3,504	(1,232)	2,272
Order backlog and other (less than 1 to 13 years)	1,766	(1,133)	633
Perpetual license agreements (10 years)	14,506	(5,232)	9,274
Total amortizable intangible assets	<u>175,421</u>	<u>(70,289)</u>	<u>105,132</u>
Non-amortizable intangible assets:			
Tradenames and trademarks	19,110	—	19,110
Total non-amortizable intangible assets	<u>19,110</u>	<u>—</u>	<u>19,110</u>
Total intangible assets	<u>\$ 194,531</u>	<u>\$ (70,289)</u>	<u>\$ 124,242</u>

Intangible asset amortization expense included in selling, general and administrative expenses for fiscal years 2013, 2012 and 2011 was \$10,054, \$10,590 and \$10,814, respectively.

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Estimated intangible asset amortization expense for each of the five succeeding fiscal years is:

2014	\$9,928
2015	\$ 9,880
2016	\$ 9,831
2017	\$ 9,131
2018	\$ 5,704

This estimated intangible amortization expense over the succeeding five years is based on the historical cost of the Company's intangible assets. In connection with the Debtors' reorganization plan, see Note 24 – Subsequent Events, the Company's intangible assets will be recorded at fair value as of the June 11, 2013 date of the reorganization. As a result, the estimated intangible amortization reflected in the above table may or may not be indicative of the actual intangible amortization expense to be recognized in subsequent years.

The following information presents changes to goodwill during the two-year period ended April 27, 2013:

	Reporting Units		Educational Resources Segment	Reporting Units				Accelerated Learning Segment	Total
	Education Resources	Califone		Science	Planning and Student Development	Reading	Health		
Balance at April 30, 2011									
Goodwill	\$ 249,695	\$ 14,852	\$ 264,547	\$ 75,652	\$ 182,907	\$ 17,474	\$ —	\$ 276,033	\$ 540,580
Accumulated impairment losses	(249,695)	—	(249,695)	(55,372)	(106,123)	—	—	(161,495)	(411,190)
Balance at April 30, 2011	\$ —	\$ 14,852	\$ 14,852	\$ 20,280	\$ 76,784	\$ 17,474	\$ —	\$ 114,538	\$ 129,390
Fiscal 2012 Activity:									
Currency translation adjustment	—	—	—	—	(1,636)	—	—	(1,636)	(1,636)
Balance at April 28, 2012									
Goodwill	\$ 249,695	\$ 14,852	\$ 264,547	\$ 75,652	\$ 181,271	\$ 17,474	\$ —	\$ 274,397	\$ 538,944
Accumulated impairment losses	(249,695)	(10,959)	(260,654)	(75,652)	(153,603)	(7,772)	—	(237,027)	(497,681)
Balance at April 28, 2012	\$ —	\$ 3,893	\$ 3,893	\$ —	\$ 27,668	\$ 9,702	\$ —	\$ 37,370	\$ 41,263
Fiscal 2013 Activity:									
Currency translation adjustment	—	—	—	—	(174)	—	—	(174)	(174)
Balance at April 27, 2013									
Goodwill	\$ 249,695	\$ 14,852	\$ 264,547	\$ 75,652	\$ 181,097	\$ 17,474	\$ —	\$ 274,223	\$ 538,770
Accumulated impairment losses	(249,695)	(14,852)	(264,547)	(75,652)	(181,097)	(17,474)	—	(274,223)	(538,770)
Balance at April 27, 2013	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

In accordance with the accounting guidance on goodwill and other intangible assets, the Company performs its impairment test of goodwill at the reporting unit level and indefinite-lived intangible assets at the unit of account level during the first quarter of each fiscal year, or more frequently if events or circumstances change that would more likely than not reduce the fair value of its reporting units below their carrying values.

A reporting unit is the level at which goodwill impairment is tested and can be an operating segment or one level below an operating segment, also known as a component. A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available for

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segment management to regularly review the operating results of that component. The Educational Resources segment consists of the Education Resources and Califone reporting units. The Accelerated Learning segment consists of the Science, Planning and Student Development, Reading, and Health reporting units. The goodwill for each reporting unit is shown in the table above.

Goodwill impairment is assessed under a two-step method. In the first step, the Company determined the fair value of the reporting unit, generally by utilizing a combination of the income approach (weighted 90%) and the market approach (weighted 10%) derived from comparable public companies. The Company believes that each approach has its merits. However, in the instances where the Company has utilized both approaches, the Company has weighted the income approach more heavily than the market approach because the Company believes that management's assumptions generally provide greater insight into the reporting unit's fair value. The Company did not use the market approach for the Science reporting unit because of the variability in revenue due to the curriculum adoption schedule. This fair value determination was categorized as level 3 in the fair value hierarchy pursuant to FASB ASC Topic 820, "*Fair Value Measurement*". The estimated fair value of the reporting units is dependent on several significant assumptions, including earnings projections and discount rates.

During the first quarter of fiscal 2013, the Company performed its annual goodwill and indefinite-lived intangible asset impairment test. In connection with the preparation of the financial statements for the third quarter of fiscal 2013, the Company concluded a triggering event had occurred which would more likely than not reduce the fair value of the reporting units below their carrying value. The triggering event was a combination of the declines in the Company's forecasted future years' operating results and cash flows, and the liquidity concerns and eventual default under pre-bankruptcy credit agreements. As a result of the Company's performance of the goodwill and indefinite-lived intangible asset impairment test as detailed below, the Company recorded an impairment charge of \$41,089 for goodwill and \$4,700 for indefinite-lived intangible assets.

In performing the impairment assessment, the Company estimated the fair value of its reporting units using the following valuation methods and assumptions:

- Income Approach (discounted cash flow analysis)**—the discounted cash flow ("DCF") valuation method requires an estimation of future cash flows of a reporting unit and then discounting those cash flows to their present value using an appropriate discount rate. The discount rate selected should reflect the risks inherent in the projected cash flows. The key inputs and assumptions of the DCF method are the projected cash flows, the terminal value of the reporting units and the discount rate. Due to persistent weakness in the industry and the Company's revenue, as well as the anticipated near-term operational challenges resulting from the Chapter 11 Cases, projected cash flows and terminal value growth rates were reduced in the fiscal 2013 third quarter discounted cash flow analysis, with corresponding adjustments of discount rates to reflect risks inherent in those updated projected cash flows. The growth rates used for the terminal value calculations and the discount rates of the respective reporting units were as follows:

	<u>Terminal Value Growth Rates</u>	<u>Discount Rate</u>
Education Resources	2.0%	14.5%
Califone	2.0%	14.5%
Science	1.5%	11.5%
Planning and Student Development	2.0%	11.5%
Reading	2.0%	11.5%
Health	2.0%	11.5%

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2. **Market Approach (market multiples)**—this method begins with the identification of a group of peer companies in the same or similar industries as the company reporting unit being valued. A valuation average multiple is then computed for the peer group based upon a valuation metric. The Company selected a ratio of enterprise value to projected earnings before interest, taxes, depreciation and amortization (“EBITDA”) and a ratio of enterprise value to projected revenue as appropriate valuation metrics. These two metrics were evenly weighted for the Reading, Planning and Student Development, and Health reporting units. Various operating performance measurements of the reporting unit being valued are then benchmarked against the peer group and a discount rate or premium is applied to reflect favorable or unfavorable comparisons. The resulting multiple is then applied to the reporting unit being valued to arrive at an estimate of its fair value. A control premium is then applied to the equity value. Eleven companies were deemed relevant to the Planning and Student Development, Health, and Reading reporting units and ten companies were deemed relevant to the Education Resources and Califone reporting units under the guideline public company method to provide an indication of value. A control premium was then applied to the enterprise value of the reporting unit. The control premium was established based on a review of transactions over a 36 month period. The resulting multiples and control premiums were as follows:

	<u>EBITDA Multiples</u>	<u>Revenue Multiples</u>	<u>Control Premium</u>
Education Resources	6.2x	N/A	10.3%
Califone	6.2x	N/A	10.3%
Reading	7.7x	1.1x	11.7%
Health	7.7x	1.1x	11.7%
Planning and Student Development	7.7x	1.1x	11.7%

Based upon the assessment performed in the third quarter of fiscal 2013, the Califone, Planning and Student Development and Reading reporting units failed step one of the goodwill impairment test, requiring a step two analysis with respect to those reporting units. In step two, the Company allocated the fair value of the reporting units to all of the assets and liabilities of the reporting units, including any unrecognized intangible assets, in a hypothetical calculation to determine the implied fair value of the goodwill. The impairment charge, if any, is measured as the difference between the implied fair value of goodwill and its carrying value.

As a result of this analysis, \$41,089 of goodwill was considered impaired during the third quarter of fiscal 2013. Assumptions utilized in the impairment analysis are subject to significant management judgment. Changes in estimates or the application of alternative assumptions could have produced significantly different results. As shown above in the table, the Califone reporting unit, which is part of the Educational Resources segment, and the Reading and Planning and Student Development reporting units, which are part of the Accelerated Learning segment, were determined to have impairments of their goodwill balance as of January 26, 2013.

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Due to the triggering events described above, the Company also performed an impairment test of its indefinite-lived intangible assets during the third quarter of fiscal 2013. The Company utilized an income approach, whereby the assets are valued by reference to the amount of royalty income generated if the assets were licensed to a third party. In this method, a sample of comparable guideline royalty or license agreements was analyzed. The Company recorded a \$4,700 impairment charge related to non-amortizable tradenames in the Accelerated Learning segment. The following table presents a summary of the carrying value of indefinite-lived intangible assets:

	<u>Educational Resources</u>	<u>Accelerated Learning</u>	<u>Total</u>
Tradenames	\$ —	\$ 38,890	\$ 38,890
Trademarks	1,430	—	1,430
Impairment loss	<u>(1,020)</u>	<u>(24,890)</u>	<u>(25,910)</u>
Balance at April 27, 2013:	<u>\$ 410</u>	<u>\$ 14,000</u>	<u>\$ 14,410</u>

Due to the triggering events identified above in the discussion of Goodwill and Non-Amortizable Intangible Assets, the Company also performed an impairment test of its long-lived assets in the third quarter of fiscal 2013. The Company compared the sum of the undiscounted cash flows during the remaining useful life of the primary asset for each identified asset group to the carrying value of the asset group. No impairment was recorded as a result of this analysis.

The following discussion relates to the goodwill and other intangible assets impairment test performed during the third quarter of fiscal 2012:

In performing the impairment assessment, the Company estimated the fair value of its reporting units using a combination of the Income Approach and Market Approach discussed above. Key assumptions used in these approaches were as follows:

- Income Approach (discounted cash flow (“DCF”) analysis)**—the DCF valuation method requires an estimation of future cash flows of a reporting unit and then discounting those cash flows to their present value using an appropriate discount rate. The discount rate selected should reflect the risks inherent in the projected cash flows. The key inputs and assumptions of the DCF method are the projected cash flows, the terminal value of the reporting units and the discount rate. The growth rates used for the terminal value calculations and the discount rates of the respective reporting units were as follows:

	<u>Terminal Value Growth Rates</u>	<u>Discount Rate</u>
Education Resources	2.0%	19.6%
Califone	2.0%	18.4%
Science	2.4%	15.4%
Planning and Student Development	3.0%	17.9%
Reading	2.0%	19.3%
Health	2.0%	17.9%

- Market Approach (market multiples)**—this method begins with the identification of a group of peer companies in the same or similar industries as the company reporting unit being valued. A valuation average multiple is then computed for the peer group based upon a valuation metric. The Company selected a ratio

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of enterprise value to projected earnings before interest, taxes, depreciation and amortization (“EBITDA”) and a ratio of enterprise value to projected revenue as appropriate valuation metrics. These two metrics were evenly weighted for the Reading and Planning and Student Development reporting units. Various operating performance measurements of the reporting unit being valued are then benchmarked against the peer group and a discount rate or premium is applied to reflect favorable or unfavorable comparisons. The resulting multiple is then applied to the reporting unit being valued to arrive at an estimate of its fair value. A control premium is then applied to the equity value. The Company selected 8 companies that were deemed relevant to the Planning and Student Development and Reading reporting units and 9 companies that were deemed relevant to the Education Resources and Califone reporting units under the guideline public company method to provide an indication of value. A control premium was then applied to the enterprise value of the reporting unit. The control premium was established based on a review of transactions over an 18 month period. The resulting multiples and control premiums were as follows:

	<u>EBITDA</u> <u>Multiples</u>	<u>Revenue</u> <u>Multiples</u>	<u>Control</u> <u>Premium</u>
Education Resources	4.2x	N/A	13.8%
Califone	3.9x	N/A	13.8%
Reading	5.8x	1.2x	15.1%
Planning and Student Development	4.6x	0.8x	15.1%

Based upon the assessment performed in the third quarter of fiscal 2012, the Califone, Science, Planning and Student Development and Reading reporting units failed step one of the goodwill impairment test, requiring a step two analysis with respect to those reporting units. In step two, the Company allocated the fair value of the reporting units to all of the assets and liabilities of the reporting units, including any unrecognized intangible assets, in a hypothetical calculation to determine the implied fair value of the goodwill. The impairment charge, if any, is measured as the difference between the implied fair value of goodwill and its carrying value.

As a result of this analysis, \$86,491 of goodwill was considered impaired during the third quarter of fiscal 2012. Assumptions utilized in the impairment analysis are subject to significant management judgment. Changes in estimates or the application of alternative assumptions could have produced significantly different results. As shown above in the table, the Califone reporting unit, which is part of the Educational Resources segment, and the Science, Reading and Planning and Student Development reporting units, which are part of the Accelerated Learning segment, were determined to have an impairment of their goodwill balance as of January 28, 2012.

Due to the triggering events described above, the Company also performed an impairment test of its indefinite-lived intangible assets during the third quarter of fiscal 2012. The Company utilized an income approach, whereby the assets are valued by reference to the amount of royalty income generated if the assets were licensed to a third party. In this method, a sample of comparable guideline royalty or license agreements was analyzed. The Company recorded a \$21,010 impairment charge in the third quarter of fiscal 2012 related to a non-amortizable trademark in the Educational Resources segment and to non-amortizable tradenames in the Accelerated Learning segment. The following table presents a summary of the carrying value of indefinite-lived intangible assets:

	<u>Educational</u> <u>Resources</u>	<u>Accelerated</u> <u>Learning</u>	<u>Total</u>
Tradenames	\$ —	\$ 38,890	\$ 38,890
Trademarks	1,430	—	1,430
Impairment loss	(1,020)	(20,190)	(21,210)
Balance at April 28, 2012:	<u>\$ 410</u>	<u>\$ 18,700</u>	<u>\$ 19,110</u>

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NOTE 9—PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	April 27, 2013	April 28, 2012
Land	\$ 158	\$ 158
Projects in progress	2,953	8,789
Buildings and leasehold improvements	29,804	29,863
Furniture, fixtures and other	108,877	101,882
Machinery and warehouse equipment	40,117	39,337
Total property, plant and equipment	181,909	180,028
Less: Accumulated depreciation	(142,700)	(122,537)
Net property, plant and equipment	<u>\$ 39,209</u>	<u>\$ 57,491</u>

Depreciation expense related to continuing operations for fiscal years 2013, 2012 and 2011 was \$23,166, \$19,060 and \$17,018, respectively.

NOTE 10—DEBT

Long-Term Debt

Long-term debt as of April 27, 2013 and April 28, 2012 consisted of the following:

	April 27, 2013	April 28, 2012
Credit Agreement	\$ —	\$ 121,125
ABL DIP Agreement	43,302	—
Ad Hoc DIP Agreement	155,000	—
3.75% Convertible Subordinated Notes due 2026, issued 2011, net of unamortized discount	163,688	156,859
Sale-leaseback obligations, effective rate of 8.97%, expiring in 2020	11,684	12,639
Total debt	373,674	290,623
Less: Current maturities	(198,302)	(955)
Less: Debt classified as liabilities subject to compromise (Note 4)	(175,372)	—
Total long-term debt	<u>\$ —</u>	<u>\$ 289,668</u>

Bankruptcy Filing and Bankruptcy-Related Debt

Credit Agreement

Subsequent to the filing the Chapter 11 Cases, on January 31, 2013, the Company entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the “Bayside DIP Agreement”) by and among the Company, certain of its subsidiaries, Bayside Finance, LLC (“Bayside”) (as Administrative Agent and Collateral Agent), and the lenders party to the Bayside Credit Agreement and a Debtor-in-Possession Credit

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Agreement (the “ABL DIP Agreement”) by and among Wells Fargo Capital Finance, LLC (as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner) and GE Capital Markets, Inc. (as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent), General Electric Capital Corporation (as Syndication Agent), and the lenders that are party to the Asset-Based Credit Agreement (the “Asset-Based Lenders”) and the Company and certain of its subsidiaries.

The Bayside DIP Agreement provided for a senior secured, super-priority revolving credit facility of up to \$50,000 (the “Bayside DIP Facility”), with an initial borrowing upon closing of \$15,000, and subsequent borrowings of \$8,000.

Borrowings by the Company under the Bayside DIP Facility were subject to borrowing limitations based on the exhaustion of availability of credit under the ABL DIP Facility (as defined below) and certain other conditions. The principal amounts outstanding under the Bayside DIP Facility bore interest based on applicable LIBOR or base rates plus margins as set forth in the Bayside DIP Agreement. Upon the occurrence of an event of default in the Bayside DIP Agreement, an additional default interest rate of 3.0% per annum applied. The Bayside DIP Agreement also provided for certain additional fees payable to the agents and lenders.

All borrowings under the Bayside DIP Agreement were required to be repaid on the earliest of (i) June 30, 2013, (ii) the date of termination of the Bayside DIP Agreement, whether pursuant to the consummation of a sale of substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code, or (iii) certain other termination events.

Pursuant to a Security and Pledge Agreement, the Bayside DIP Facility was secured by substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Bayside Lenders (the “Intercreditor Agreement”), the Bayside Lenders had a first priority security interest in all interests in real property, all intellectual property, all equipment and fixtures, and certain other assets of the Company and its subsidiaries, and had a second priority security interest in accounts receivable, inventory and certain other assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the Asset-Based Lenders in such assets. The obligations under the Bayside DIP Facility were extinguished with proceeds from the Ad Hoc DIP Agreement discussed below.

The ABL DIP Agreement provided a revolving senior secured asset-based credit facility (the “ABL DIP Facility”) in an aggregate principal amount of \$175,000. The amount of revolving loans made during any one week was based on certain conditions, including the budget supplied by the Company. Outstanding amounts under the ABL DIP Facility bore interest at a rate per annum equal to either: (1) a base rate (equal to the greatest of (a) the prime lending rate, (b) the federal funds rate plus 0.50%, and (c) the 30-day LIBOR rate plus 1.00% per annum) plus 2.75%, or (2) a LIBOR rate plus 3.75%. The default interest rate was three percentage points above the otherwise applicable rate.

Pursuant to a Security and Pledge Agreement, the ABL DIP Facility was secured by substantially all assets of the Company and the guarantor subsidiaries. Under the Intercreditor Agreement, the Asset-Based Lenders had a first priority security interest in accounts receivable, inventory and certain other assets of the Company and the subsidiary guarantors, and had a second priority security interest in all interests in real property, all intellectual property, all equipment and fixtures, and certain other assets of the Company and its subsidiaries, subordinate only to the first priority security interest of the Bayside Lenders in such assets.

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The ABL DIP Agreement contained customary events of default and affirmative and negative covenants, including (but not limited to) affirmative covenants relating to reporting, appointment of a chief restructuring officer, and bankruptcy transaction milestones, and negative covenants related to the financing order of the Bankruptcy Court, additional indebtedness, liens, assets, fundamental changes, and use of proceeds.

On February 27, 2013, the Company entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the "Ad Hoc DIP Agreement") by and among the Company, certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent and the lenders party to the Ad Hoc DIP Agreement, which replaced the Bayside DIP Agreement, the related Bayside Facility and the Term Loan Credit Agreement.

The Ad Hoc DIP Agreement provided for a senior secured, super-priority revolving credit facility of up to \$155,000 (the "Ad Hoc DIP Facility"), with an initial borrowing upon closing of \$130,000, and subsequent borrowings of \$15,000 following the entry of the final order of the Bankruptcy Court and upon the satisfaction of certain conditions.

The principal amounts outstanding under the Ad Hoc DIP Facility bore interest based on applicable LIBOR or base rates plus margins as set forth in the Ad Hoc DIP Agreement. Upon the occurrence of an event of default in the Ad Hoc DIP Agreement, an additional default interest rate of 2.0% per annum applied. The Ad Hoc DIP Agreement also provided for certain additional fees payable to the agents and lenders.

All borrowings under the Ad Hoc DIP Agreement were required to be repaid on the earliest of (i) June 30, 2013, (ii) the date of termination of the Ad Hoc DIP Agreement, whether pursuant to the consummation of a sale of substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code, or (iii) certain other termination events.

Pursuant to a Security and Pledge Agreement, the Ad Hoc DIP Facility was secured by a first priority security interest in substantially all of the assets of the Company and the guarantor subsidiaries.

See Note 24 of Notes to Consolidated Financial Statements for additional discussion of the post-emergence debt agreements.

Pre-Bankruptcy Filing Debt

Credit Agreement

On May 22, 2012, the Company entered into an Asset-Based Credit Agreement (the "Asset-Based Credit Agreement"). Under the Asset-Based Credit Agreement, the Asset-Based Lenders agreed to provide a revolving senior secured asset-based credit facility (the "2012 ABL Facility") in an aggregate principal amount of \$200,000.

The 2012 ABL Facility was secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the lenders under the 2012 ABL Facility and the Term Loan lenders, as described below, the Asset-Based Lenders had a first priority security interest in substantially all working capital assets of the Company and the guarantor subsidiaries, and a second priority security interest in all other assets, subordinate only to the first priority security interest of the Term Loan lenders in such other assets.

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The Asset-Based Credit Agreement contained customary events of default and financial, affirmative and negative covenants, including financial covenants relating to the Company's (1) minimum fixed charge coverage ratio, (2) maximum secured leverage ratio, (3) maximum total leverage ratio, (4) maximum term loan ratio and (5) minimum interest coverage ratio. In addition, the Asset-Based Credit Agreement contained a minimum liquidity covenant requiring the Company to maintain minimum liquidity levels at the end of each month during the life of the Term Loan (consisting of Qualified Cash, subject to a \$2,000 cap, plus availability under the 2012 ABL Facility). The Company was not in compliance with the minimum liquidity covenant as of the end of December, 2012. As a result, the Company entered into a Forbearance Agreement with its 2012 ABL Facility lenders and Bayside Finance, LLC on January 4, 2013 and subsequently filed for protection under Chapter 11 of the U.S. Bankruptcy Code.

Outstanding amounts under the 2012 ABL Facility bore interest at a rate per annum equal to, at the Company's election: (1) a base rate (equal to the greatest of (a) the prime lending rate, (b) the federal funds rate plus 0.50%, and (c) the 30-day LIBOR rate plus 1.00% per annum) (the "Base Rate") plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the excess availability under the 2012 ABL Facility and the applicable point in the life of the 2012 ABL Facility) (the "Applicable Margin"), or (2) a LIBOR rate plus the Applicable Margin (the "LIBOR Rate"). Interest on loans under the 2012 ABL Facility that bore interest based upon the Base Rate were due monthly in arrears, and interest on loans that bore interest based upon the LIBOR Rate were due on the last day of each relevant interest period. The effective interest rate under the 2012 ABL Facility for the first nine months of fiscal 2013 was 5.41%, which included amortization of loan origination fees of \$866 and commitment fees on unborrowed funds of \$376. As of January 26, 2013, the outstanding balance on the 2012 ABL Facility was \$41,589. The balances under this Credit Agreement on the date of the filing of the Chapter 11 Cases were repaid during the fourth quarter of fiscal 2013 using cash collections from accounts receivable securing the obligations under this facility.

Term Loan

On May 22, 2012, the Company entered into a term loan credit agreement (the "Term Loan Credit Agreement"). Under the Term Loan Credit Agreement, the Term Loan lender agreed to make a term loan (the "Term Loan") to the Company in aggregate principal amount of \$70,000.

The Term Loan was secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the lenders under the 2012 ABL Facility and the Term Loan lender, the Term Loan lender had a second priority security interest in substantially all working capital assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the lenders under the 2012 ABL Facility in such assets, and a first priority security interest in all other assets.

The Term Loan Credit Agreement contained customary events of default and financial, affirmative and negative covenants, including quarterly financial covenants relating to the Company's (1) maximum secured leverage ratio, (2) maximum total leverage ratio, (3) maximum term loan ratio, (4) minimum fixed charge coverage ratio and (5) minimum interest coverage ratio. In addition, the Term Loan Credit Agreement contained a minimum liquidity covenant requiring the Company to maintain minimum liquidity levels at the end of each month during the life of the Term Loan (consisting of Unrestricted Cash plus availability under the 2012 ABL Facility). The Company was not in compliance with the minimum liquidity covenant as of the end of December,

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2012. As a result, the Company entered into a Forbearance Agreement with its ABL lenders and Bayside Finance, LLC on January 4, 2013 and subsequently filed for protection under Chapter 11 of the U.S. Bankruptcy Code.

The outstanding principal amount of the Term Loan bore interest at a rate per annum equal to the applicable LIBOR rate (calculated as the greater of (1) the current three-month LIBOR rate and (2) 1.5%) plus 11.0%, accruing and paid on a quarterly basis in arrears. The term loan was prepaid by \$3,000 in the second quarter of fiscal 2013. In the fourth quarter of fiscal 2013 the remaining term loan of \$67,000 was retired using the proceeds from the Ad Hoc DIP Agreement. Interest expense on the Term Loan was not accrued subsequent to the Chapter 11 filing. Absent the Chapter 11 filing, the Company would have had additional interest expense of \$865.

The Company recorded a \$25,054 charge related to the acceleration of the obligations under the Term Loan Credit Agreement, including the early payment fee. The charge was triggered by the Company's non-compliance with the minimum liquidity covenant. The early payment fee represented the present value of all interest payments due to Bayside during the term of the Term Loan Credit Agreement. The Company has incurred \$1,295 of interest expense related to the \$25,054 early payment fee. The Ad Hoc DIP Agreement required \$25,000 to be placed in an escrow account as a deposit for an early termination fee payable to Bayside that was provided under the Term Loan Credit Agreement. The official Committee of Unsecured Creditors is contesting that Bayside is entitled to receive the funds. The Bankruptcy Court has ruled that Bayside is entitled to the funds, but the Official Committee of Unsecured Creditors is contesting the ruling and has filed an appeal in the Federal District Court of Delaware. The funds will remain in the escrow account until the appeal process has been concluded or a settlement of the issues is reached between the parties.

Former Credit Agreement

The Company entered into its former revolving credit facility (the "Credit Agreement") on April 23, 2010 which was subsequently amended in the fourth quarter of fiscal 2011 and the first quarter of fiscal 2012. The Credit Agreement provided borrowing capacity of \$242,500. This capacity consisted of a revolving loan of \$200,000 and a delayed draw term loan of up to \$42,500, which was used to refinance a portion of the Company's convertible notes. Interest accrued at a rate of, at the Company's option, either a Eurodollar rate plus an applicable margin of up to 4.50%, or the lender's base rate plus an applicable margin of up to 3.50%. The Company also paid a commitment fee on the revolving loan and delayed draw term loan of 0.50% on unborrowed funds. The Credit Agreement was secured by substantially all of the assets of the Company and contained certain financial covenants, including a consolidated total and senior leverage ratio, a consolidated fixed charge coverage ratio and a limitation on consolidated capital expenditures. The effective interest rate under the Credit Agreement for fiscal 2013, until its termination on May 22, 2012, was 7.39%, which included amortization of loan origination fees of \$84 and commitment fees on unborrowed funds of \$34.

The Company used a portion of the proceeds of the 2012 ABL Facility and the Term Loan to repay outstanding indebtedness under the former Credit Agreement.

The Company recorded a \$10.2 million charge associated with the unamortized debt issuance costs related to the extinguishment of the pre-petition credit facilities.

Convertible Notes

Accounting standards require the issuer of certain convertible debt instruments that may be settled in cash (or other assets) on conversion to separately account for the liability (debt) and equity (conversion option)

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components of the instrument in a manner that reflects the market interest rate at debt issuance without the conversion feature. The Company had two convertible debt instruments outstanding during fiscal 2013 and had three convertible debt instruments outstanding during portions of fiscal 2012. A fair value must be assigned to the equity conversion options of (1) the Company's \$200,000 convertible subordinated debentures due 2026 (the "2006 Debentures"), which were issued November 22, 2006 of which \$42,500 in aggregate principal amount was repaid in the third quarter of fiscal 2012 and the balance of which was exchanged for the 2011 Debentures described in the following clauses (2) and (3); (2) the Company's \$100,000 convertible subordinated debentures (the "2011 Debentures"), which were issued on March 1, 2011 of which \$100,000 in aggregate original principal amount was outstanding as of April 27, 2013; and (3) the additional \$57,500 of the 2011 Debentures, which were issued on July 7, 2011, of which \$57,500 in aggregate original principal amount was outstanding as of April 27, 2013 (collectively, the "Convertible Notes"). The value assigned to the equity conversion option results in a corresponding decrease in the value assigned to the carrying value of the debt portion of the instruments.

The values assigned to the debt portions of the Convertible Notes were determined based on market interest rates for similar debt instruments without the conversion feature as of the respective November 22, 2006, March 1, 2011 and July 7, 2011 issuance dates of the Convertible Notes. The difference in market interest rates versus the coupon rates on the Convertible Notes results in non-cash interest that is amortized into interest expense over the expected terms of the Convertible Notes. For purposes of the valuation, the Company used an expected term of five years for the Convertible Notes issued on November 22, 2006 and an expected term of approximately four years for both the Convertible Notes issued March 1, 2011 and July 7, 2011, which corresponds with the first date the holders of the respective Convertible Notes could put their Convertible Notes back to the Company.

The 2006 Debentures were unsecured, subordinated obligations of the Company, paid interest at 3.75% per annum on each May 30th and November 30th, and were convertible upon satisfaction of certain conditions. The debentures were redeemable at the Company's option on or after November 30, 2011. No debentures were converted into shares of common stock.

On November 30, 2011, the holders of the 2006 Debentures presented to the Company for redemption \$42,400 of the \$42,500 2006 Debentures outstanding. The Company satisfied the \$42,400 repayment in cash by borrowing on its former Credit Agreement. The remaining outstanding amount of \$100 was called by the Company during the third quarter of fiscal 2012.

On March 1, 2011 and July 7, 2011, the Company entered into separate, privately negotiated exchange agreements under which it retired \$100,000 and \$57,500, respectively, in aggregate principal amount of the then outstanding 2006 Debentures in exchange for the issuance of \$100,000 and \$57,500, respectively, in aggregate principal amount of the 2011 Debentures. The 2011 Debentures bore interest semi-annually at a rate of 3.75% per year in respect of each \$1 original principal amount of 2011 Debentures (the "Original Principal Amount") on each May 30th and November 30th, and the principal accreted on the principal amount of the 2011 Debentures (including the Original Principal Amount) at a rate of 3.9755% per year, compounding on a semi-annual basis (such principal amount, including any accretions thereon, the "Accreted Principal Amount"). The events of default under the 2012 ABL Facility and Term Loan and the acceleration of the obligations thereunder, which are described above, were events of default under the 2011 Debentures. In conjunction with the filing of the Chapter 11 Cases, the trustee or the holders of at least 25% in aggregate accreted principal amount declared the accreted principal amount of the 2011 Debentures and any accrued and unpaid interest on the 2011 Debentures to be immediately due and payable, subject to the subordination provisions of the 2011 Debentures.

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Interest expense on the convertible subordinated debentures was not accrued subsequent to the Chapter 11 filing. Absent the Chapter 11 filing, the Company would have had additional interest expense of \$3,864. Of this amount, \$1,477 would have been 3.75% coupon interest and \$2,387 of non-cash interest under ASC 470-20.

See Note 24 of Notes to Consolidated Financial Statements for additional discussion of the post-emergence debt.

Sale-leaseback Obligations

The Company entered into two sale-leaseback transactions during fiscal 2001 which are accounted for as financings due to a technical default provision within the leases which could allow, under remote circumstances, for continuing ownership involvement by the Company in the two properties.

Due to the Chapter 11 filing, the 2011 Debentures and sale-leaseback obligations are shown in liabilities subject to compromise and all long-term debt is shown as current debt in the consolidated financial statements as of April 27, 2013, as the Company's DIP related debt had a maturity date of June 30, 2013. See Note 24 for discussion of the impact of the Reorganization Plan on debt.

NOTE 11—INCOME TAXES

The provision for income taxes consists of:

	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
Current income tax expense/(benefit):			
Federal	\$(6,518)	\$ (2,479)	\$ 15,740
State	548	1,281	654
Foreign	430	402	(134)
Total	<u>(5,540)</u>	<u>(796)</u>	<u>16,260</u>
Deferred income tax expense/(benefit):			
Federal	5,205	3,791	(83,419)
State	(10)	(2,851)	(5,960)
Foreign	11	23	(13)
Total	<u>5,206</u>	<u>963</u>	<u>(89,392)</u>
Total provision for/(benefit from) income taxes	<u>\$ (334)</u>	<u>\$ 167</u>	<u>\$ (73,132)</u>

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Deferred taxes are comprised of the following:

	<u>April 27, 2013</u>	<u>April 28, 2012</u>	<u>April 30, 2011</u>
Current deferred tax assets (liabilities):			
Inventory	\$ 5,645	\$ 6,083	\$ 6,480
Allowance for doubtful accounts	347	782	737
Accrued liabilities	(77)	(1,176)	(50)
Convertible debt instruments and debt issuance cost	4,259	—	(12,596)
Net operating loss carryforward	300	300	975
Early debt termination	9,624		
Valuation allowance	<u>(20,098)</u>	<u>(1,192)</u>	<u>—</u>
Total current deferred tax assets (liabilities)	<u>—</u>	<u>4,797</u>	<u>(4,454)</u>
Long-term deferred tax assets (liabilities):			
Foreign tax and AMT credit carryforward	11,586	7,225	7,194
Net operating loss carryforward	7,662	3,634	2,519
Property and equipment	(8,263)	(13,659)	(11,002)
Accrued liabilities	12,380	13,163	10,327
Intangible assets	20,115	15,404	(2,467)
Investment in noncontrolling interest	7,745	6,315	4,631
Convertible debt instruments	—	(246)	(975)
Valuation allowance	<u>(51,174)</u>	<u>(31,446)</u>	<u>—</u>
Total long-term deferred tax assets (liabilities)	<u>51</u>	<u>390</u>	<u>10,227</u>
Net deferred tax assets (liabilities)	<u>\$ 51</u>	<u>\$ 5,187</u>	<u>\$ 5,773</u>

The Company has estimated that an ownership change occurred in fiscal 2013 that is subject to Internal Revenue Code Section 382. Due to the limitation imposed under Section 382, certain federal and state deferred tax attributes may be significantly reduced over the next five years.

At April 27, 2013, the Company has state net operating losses of approximately \$124,736, which expire during fiscal years 2014 – 2030. In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that either all, or some portion, of the deferred tax assets will not be realized. The realization is dependent upon the future generation of taxable income, reversal of deferred tax liabilities, tax planning strategies, and expiration of tax attribute carryovers. In fiscal 2012, the Company concluded that the realization of a majority of the deferred tax assets did not meet the more likely than not threshold, and recorded a tax valuation allowance of \$32,638. In fiscal 2013, the Company increased its tax valuation allowance to \$71,272. As of April 27, 2013, the Company had an immaterial amount of unremitted earnings from foreign investments.

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The Company's effective income tax rate varied from the U.S. federal statutory tax rate as follows:

	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
U.S. federal statutory rate	35.0%	35.0%	35.0%
State income taxes, net of federal income tax benefit	-0.2%	1.5%	1.3%
Foreign income tax	0.1%	0.2%	0.1%
Deemed dividend, meals and entertainment and other	-0.5%	0.3%	0.1%
Goodwill and intangible asset impairment	-6.2%	-12.9%	-19.4%
Bankruptcy-related reorganization costs	-3.6%	—	—
Valuation allowance	-24.4%	-24.2%	0.0%
Effective income tax rate	<u>0.2%</u>	<u>-0.1%</u>	<u>17.1%</u>

The Company files income tax returns with the U.S., various U.S. states, and foreign jurisdictions. The most significant tax return the Company files is with the U.S. The Company's tax returns are no longer subject to examination by the U.S. for fiscal years before 2011. The Company has various tax audits and appeals in process at any given time. It is not anticipated that any adjustments resulting from tax examinations or appeals would result in a material change to the Company's financial position or results of operations.

As of April 27, 2013, April 28, 2012 and April 30, 2011, the Company's liability for uncertain tax positions, net of federal tax benefits, was \$925, \$587 and \$688, respectively, all of which would impact the effective tax rate if recognized. The Company does not expect any material changes in the amount of uncertain tax positions within the next twelve months. The Company classifies accrued interest and penalties related to uncertain tax positions as income tax expense in the consolidated statements of operations. The amounts of accrued interest and penalties included in the liability for uncertain tax positions are not material.

The following table summarizes the activity related to the Company's gross liability for uncertain tax positions:

Balance at April 24, 2010	\$ 2,126
Increase related to current year tax provision	—
Expiration of that statute of limitations for tax assessments	17
Adjustments to provision related to assessments	(1,455)
Balance at April 30, 2011	<u>\$ 688</u>
Increase related to current year tax provision	21
Expiration of that statute of limitations for tax assessments	(2)
Adjustments to provision related to assessments	(120)
Balance at April 28, 2012	<u>\$ 587</u>
Increase related to current year tax provision	133
Expiration of that statute of limitations for tax assessments	—
Adjustments to provision related to assessments	205
Balance at April 27, 2013	<u>\$ 925</u>

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NOTE 12—OPERATING LEASE COMMITMENTS

The Company leases various types of warehouse and office facilities and equipment, under lease agreements which expire at various dates. Future minimum lease payments under operating leases for the Company's fiscal years are as follows:

2014	7,218
2015	5,594
2016	4,633
2017	4,603
2018	4,509
Thereafter	12,727
Total minimum lease payments	<u>\$ 39,284</u>

Rent expense for fiscal 2013, 2012 and 2011, was \$9,164, \$9,308 and \$9,453, respectively.

NOTE 13—EMPLOYEE BENEFIT PLANS

The Company sponsors the School Specialty, Inc. 401(k) Plan (the "401(k) Plan") which allows employee contributions in accordance with Section 401(k) of the Internal Revenue Code. The Company has the discretion to match a portion of employee contributions and virtually all full-time employees are eligible to participate in the 401(k) Plan after 90 days of service. In fiscal 2013, fiscal 2012 and fiscal 2011, the Company did not make any 401(k) match due to the economic conditions and the Company's liquidity position.

NOTE 14—SHAREHOLDERS' EQUITY (DEFICIT)

Share Repurchase Programs

The Company did not repurchase any shares of its outstanding common stock during the last three fiscal years. Restrictive covenants in the Company's pre-bankruptcy credit facilities and bankruptcy-related debtor-in-possession credit facilities prevent the Company's repurchase of additional common stock.

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Earnings Per Share (“EPS”)

Basic EPS excludes dilution and is computed by dividing income (loss) available to common shareholders by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if securities to issue common stock were exercised or otherwise issued. The following information presents the Company’s computations of basic and diluted EPS for the periods presented in the consolidated statements of operations:

	<u>(Loss)/Income (Numerator)</u>	<u>Shares (Denominator)</u>	<u>Per Share Amount</u>
Fiscal 2013:			
Basic EPS	\$(147,692)	18,922	\$ (7.81)
Effect of dilutive employee stock options		—	
Effect of dilutive non-vested stock units		—	
Diluted EPS	<u>\$(147,692)</u>	<u>18,922</u>	<u>\$ (7.81)</u>
Fiscal 2012:			
Basic EPS	\$ (134,017)	18,878	\$ (7.10)
Effect of dilutive employee stock options		—	
Effect of dilutive non-vested stock units		—	
Diluted EPS	<u>\$ (134,017)</u>	<u>18,878</u>	<u>\$ (7.10)</u>
Fiscal 2011:			
Basic EPS	\$ (356,273)	18,870	\$ (18.88)
Effect of dilutive employee stock options		—	
Effect of dilutive non-vested stock units		—	
Diluted EPS	<u>\$ (356,273)</u>	<u>18,870</u>	<u>\$ (18.88)</u>

The Company had additional employee stock options outstanding of 2,570, 1,802 and 1,529 during fiscal 2013, 2012 and 2011, respectively, which were not included in the computation of diluted EPS because they were anti-dilutive.

The 2011 Debentures, had no current impact on the Company’s denominator for computing diluted EPS because conditions under which the debentures may be converted and shares may be issued upon conversion had not been satisfied. See Note 10.

NOTE 15—SHARE-BASED COMPENSATION EXPENSE

Employee Stock Plans

Prior to the Effective Date, the Company had three share-based employee compensation plans under which awards were outstanding as of April 27, 2013: the School Specialty, Inc. 1998 Stock Incentive Plan (the “1998 Plan”), the School Specialty, Inc. 2002 Stock Incentive Plan (the “2002 Plan”), and the School Specialty, Inc. 2008 Equity Incentive Plan (the “2008 Plan”). All plans were approved by the Company’s shareholders.

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A summary of option transactions for fiscal 2011, fiscal 2012 and fiscal 2013 follows:

	Options Outstanding		Options Exercisable	
	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price
Balance at April 24, 2010	1,465	\$ 32.87	957	\$ 34.02
Granted	255	20.30		
Exercised	(15)	17.49		
Canceled	(199)	33.33		
Balance at April 30, 2011	<u>1,506</u>	\$ 31.35	988	\$ 33.61
Granted	1,152	18.88		
Exercised	—	—		
Canceled	(302)	32.10		
Balance at April 28, 2012	<u>2,356</u>	\$ 19.18	1,009	\$ 32.20
Granted	463	2.85		
Exercised	—	—		
Canceled	(269)	28.20		
Balance at April 27, 2013	<u>2,550</u>	\$ 15.27	1,207	\$ 24.76

The following tables detail supplemental information regarding stock options outstanding at April 27, 2013:

	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Options outstanding	7.11	\$ —
Options vested and expected to vest	7.06	—
Options exercisable	5.44	—

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Options	Weighted-Average Life (Years)	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price
\$ 2.26 – \$13.62	1,167	8.97	\$ 2.91	224	\$ 2.94
\$13.63 – \$19.04	554	7.75	15.70	196	16.58
\$19.05 – \$34.62	348	5.12	24.94	306	25.58
\$34.63 – \$39.71	481	3.30	37.75	481	37.75
	<u>2,550</u>	7.11	\$ 15.27	<u>1,207</u>	\$ 24.76

Options were generally exercisable beginning one year from the date of grant in cumulative yearly amounts of twenty-five percent of the shares granted and generally expire ten years from the date of grant. Under the award agreements, options granted to directors and non-employee officers of the Company would have vested over a three year period, twenty percent after the first year, fifty percent (cumulative) after the second year and one hundred percent (cumulative) after the third year. Option information provided in the tables in this Note

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includes shares subject to inducement options granted to the Company’s Chief Executive Officer, Chief Administrative Officer and Chief Marketing Officer in connection with the commencement of their respective employment with the Company. While these inducement options had a time-based vesting element, the exercisability of a portion of these options was subject to either a minimum stock purchase requirement and/or a minimum price per share threshold.

In fiscal 2013 there were no time-based NSU awards granted.

In fiscal 2012, the Company granted 14 time-based NSU awards to non-employee directors of the Company with an approximate fair value of \$194. The awards would have vested one year from the date of grant and the Company was recognizing share-based compensation expense related to time-based NSU awards on a straight-line basis over the vesting period.

In fiscal 2013 there were no shares of restricted stock awarded.

In fiscal 2012, the Company awarded 75 shares of restricted stock to Mr. Lavelle in connection with the commencement of his employment with the Company. As awarded, the restricted stock would have vested one-third of the shares on the date which Mr. Lavelle meets the minimum stock purchase requirement of \$400 and would have vested as to an additional one-third on each of the first two anniversaries of that date. In fiscal 2012, the Company also awarded 90 shares of restricted stock to other key senior executives which would have vested ratably over a three year period. The approximate fair value of the grants in fiscal 2012 was \$467.

The following table presents the share-based compensation expense recognized for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011:

	For the Fiscal Years Ended					
	April 27, 2013		April 28, 2012		April 30, 2011	
	Gross	Net of Tax	Gross	Net of Tax	Gross	Net of Tax
Stock Options	\$ 1,399	\$ 856	\$ 1,576	\$ 965	\$ 2,030	\$ 1,242
Management NSUs	—	—	344	211	345	211
Director NSUs	141	86	198	121	186	114
Management RSUs	355	218	389	238	285	174
Total stock-based compensation expense	<u>\$ 1,895</u>		<u>\$ 2,507</u>		<u>\$ 2,846</u>	

The stock-based compensation expense is reflected in selling, general and administrative (“SG&A”) expenses in the accompanying consolidated statements of operations. The income tax benefit recognized related to share-based compensation expense was \$735 and \$972 for the fiscal years ended April 27, 2013 and April 28, 2012, respectively. The Company recognized share-based compensation expense ratably over the vesting period of each award along with cumulative adjustments for changes in the expected level of attainment for performance-based awards.

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The total unrecognized share-based compensation expense as of April 27, 2013, April 28, 2012 and April 30, 2011 were as follows:

	<u>April 27, 2013</u>	<u>April 28, 2012</u>	<u>April 30, 2011</u>
Stock Options, net of estimated forfeitures	\$2,328	\$ 3,002	\$2,717
NSUs	225	28	721
RSUs	1,071	1,239	1,417

The Company would normally expect to recognize this expense over a weighted average period of approximately 2.1 years. However, in conjunction with the Debtors' Reorganization Plan which became effective on June 11, 2013 (see Note 24 – Subsequent Events), all shares, options, NSUs and restricted shares that were outstanding on the Effective Date were canceled. As a result, the Company will not have any compensation expense subsequent to June 11, 2013 related to the above-mentioned equity grants.

The weighted average fair value of options granted during fiscal 2013, 2012 and 2011, was \$1.27, \$3.40 and \$6.72, respectively. The fair value of options is estimated on the date of grant using the Black-Scholes single option pricing model with the following weighted average assumptions:

	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
Average-risk free interest rate	0.93%	1.15%	2.00%
Expected volatility	48.31%	40.81%	35.01%
Expected term	5.5 years	5.5 years	5.5 years

	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
Total intrinsic value of stock options exercised	\$ —	\$ —	\$ 61
Cash received from stock option exercises	—	—	—
Income tax deficiency from the exercise of stock options	(91)	(352)	(555)

NOTE 16—SEGMENT INFORMATION

The Company determines its operating segments based on the information utilized by the chief operating decision maker, the Company's Chief Executive Officer, to allocate resources and assess performance. Based on this information, the Company has determined that it operates in two operating segments, Educational Resources and Accelerated Learning, which also constitute its reportable segments. The Company operates principally in the United States, with limited operations in Canada. The Educational Resources segment offers products that include basic classroom supplies and office products, supplemental learning materials, physical education equipment, classroom technology, and furniture. The Accelerated Learning segment is a PreK-12 curriculum-based publisher of proprietary and non-proprietary products in the categories of science, reading and literacy, coordinated school health, and planning and student development. The accounting policies of the segments are the same as those described in Summary of Significant Accounting Policies. Intercompany eliminations represent intercompany sales primarily from the Accelerated Learning segment to the Educational Resources segment, and the resulting profit recognized on such intercompany sales.

While a significant majority of revenue and assets are derived from the Company's U.S. operations, the Company had Canadian revenue of \$27,914, \$31,082, and \$32,325 for fiscal years 2013, 2012, and 2011 respectively, and long-term assets of \$929, \$10,842, and \$28,460 for fiscal years 2013, 2012, and 2011

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respectively. These long-term assets are primarily Goodwill and Intangible Assets. The majority of the revenue is reflected in the Accelerated Learning segment and all of the assets are in the Accelerated Learning segment.

The following table presents segment information:

	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
Revenues:			
Educational Resources	\$ 495,832	\$ 526,260	\$ 534,803
Accelerated Learning Group	178,498	205,063	226,607
Corporate and intercompany eliminations	668	668	668
Total	<u>\$ 674,998</u>	<u>\$ 731,991</u>	<u>\$ 762,078</u>
Operating (loss) income and loss before taxes:			
Educational Resources (2)	\$ 34,336	\$ 18,301	\$ (222,708)
Accelerated Learning Group (2)	(28,927)	(70,158)	(130,666)
Corporate and intercompany eliminations	(54,809)	(43,221)	(38,055)
Operating loss	(49,400)	(95,078)	(391,429)
Interest expense and other	97,190	37,284	36,938
Loss before taxes	<u>\$ (146,590)</u>	<u>\$ (132,362)</u>	<u>\$ (428,367)</u>
	<u>April 27,</u>	<u>April 28,</u>	<u>April 30,</u>
	<u>2013</u>	<u>2012</u>	<u>2011</u>
Identifiable assets:			
Educational Resources	\$ 148,792	\$ 145,733	\$ 179,689
Accelerated Learning Group	183,011	236,670	355,561
Corporate assets (1)	95,770	81,118	102,294
Total	<u>\$ 427,573</u>	<u>\$ 463,521</u>	<u>\$ 637,544</u>
	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>	<u>Fiscal 2011</u>
Depreciation and amortization of intangible assets and development costs:			
Educational Resources	\$ 5,195	\$ 6,246	\$ 7,257
Accelerated Learning Group	19,777	17,138	14,763
Corporate	15,427	12,881	11,146
Total	<u>\$ 40,399</u>	<u>\$ 36,265</u>	<u>\$ 33,166</u>
Expenditures for property, plant and equipment, intangible and other assets and development costs:			
Educational Resources	\$ 1,416	\$ 363	\$ 1,338
Accelerated Learning Group	7,819	9,523	11,447
Corporate	4,328	8,820	12,355
Total	<u>\$ 13,563</u>	<u>\$ 18,706</u>	<u>\$ 25,140</u>

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- (1) Identifiable corporate assets include distribution related assets of \$14,548, \$23,761 and \$26,903, as of April 27, 2013, April 28, 2012 and April 30, 2011, respectively, for which depreciation is allocated to the Educational Resources segment. Depreciation expense allocated to Educational Resources segment was \$2,474, \$2,615 and \$2,513 for fiscal 2013, fiscal 2012 and fiscal 2011, respectively.
- (2) In the third quarter of fiscal 2013, the Company recorded an impairment charge related to its goodwill and indefinite-lived intangible assets of \$3,893 and \$41,896 in its Educational Resources and Accelerated Learning Segments, respectively. In the third quarter of fiscal 2012, the Company recorded an impairment charge related to its goodwill and indefinite-lived intangible assets of \$11,779 and \$95,722 in its Educational Resources and Accelerated Learning Segments, respectively. In the first quarter of fiscal 2011, the Company recorded an impairment charge related to its goodwill and indefinite-lived intangible assets of \$249,895 and \$161,495 in its Educational Resources and Accelerated Learning Segments, respectively.

NOTE 17—RESTRICTED CASH

During the fourth quarter of fiscal 2013, the Company placed \$25,000 of cash into a restricted account. The Ad Hoc DIP Agreement required the funds to be placed in an escrow account as a deposit for an early termination fee payable to Bayside that was provided under the Term Loan Credit Agreement. The Bankruptcy Court has ruled that the funds are owed, but the Official Committee of Unsecured Creditors is contesting the ruling and has filed an appeal in the Federal District Court of Delaware. The funds will remain in the escrow account until the appeal process has been concluded or a settlement of the issues is reached between the parties.

During the first quarter of fiscal 2013, the Company transferred \$2,708 of cash into a restricted account. The funds in the restricted account serve as collateral primarily for the Company's workmen's compensation insurance and other lease obligations, secured by letters of credit. During the third and fourth quarters of fiscal 2013, \$972 and \$434 respectively, was transferred from the restricted cash account as the letters of credit secured by these amounts were canceled. The remaining restricted funds cannot be withdrawn from our account without prior written consent of the secured parties.

NOTE 18—CONDENSED COMBINED DEBTOR-IN-POSSESSION FINANCIAL INFORMATION

The financial statements below represent the condensed combined financial statements of the Debtors.

Intercompany transactions among the Debtors have been eliminated in the condensed combined financial statements contained herein. Intercompany transactions among the Debtors and the Non-Filing Entities have not been eliminated in the Debtors' condensed combined financial statements.

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DEBTORS' BALANCE SHEET

	<u>April 27,</u> <u>2013</u>
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 16,764
Restricted cash	26,302
Accounts receivable, less allowance for doubtful accounts of \$926	57,495
Inventories, net	92,345
Deferred catalog costs	8,924
Prepaid expenses and other current assets	29,806
Refundable income taxes	9,878
Total current assets	<u>241,514</u>
Property, plant and equipment, net	39,137
Investment in non-filing entities	26,842
Intangible assets, net	109,506
Development costs and other, net	30,079
Investment in unconsolidated affiliate	715
Total assets	<u>\$ 447,793</u>
LIABILITIES AND SHAREHOLDERS' EQUITY	
Current liabilities:	
Current maturities - long-term debt	198,302
Accounts payable	22,785
Accrued compensation	6,851
Deferred revenue	2,237
Accrued fee for early termination of long-term debt	25,000
Other accrued liabilities	21,627
Total current liabilities	<u>276,802</u>
Long-term debt - less current maturities	—
Other liabilities	925
Liabilities subject to compromise	228,959
Total liabilities	<u>506,686</u>
Commitments and contingencies - Note 21	
Shareholders' equity (deficit):	
Common stock, \$0.001 par value per share	24
Capital paid-in excess of par value	446,231
Treasury stock, at cost 5,420,210 shares	(186,637)
Accumulated other comprehensive income	—
Accumulated deficit	(318,511)
Total shareholders' equity (deficit)	<u>(58,893)</u>
Total liabilities and shareholders' equity (deficit)	<u>\$ 447,793</u>

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DEBTORS' STATEMENT OF OPERATIONS

	For the Fiscal Year Ended April 27, 2013
Revenues	\$ 662,043
Cost of revenues	410,069
Gross profit	251,974
Selling, general and administrative expenses	256,930
Impairment charge	36,010
Operating loss	(40,966)
Other expense:	
Interest expense	28,600
Loss on early extinguishment of debt	10,201
Early termination of long-term indebtedness	26,247
Impairment of long-term asset	1,414
Impairment of investment in unconsolidated affiliate	7,749
Loss before reorganization costs and provision for (benefit from) income taxes	(115,177)
Bankruptcy related reorganization costs	22,979
Loss before provision for (benefit from) income taxes	(138,156)
Provision for (benefit from) income taxes	(774)
Loss before losses from investment in unconsolidated affiliate	(137,382)
Losses of unconsolidated affiliate	(1,436)
Net loss attributable to Debtor Entities	<u>\$ (138,818)</u>

DEBTORS' STATEMENT OF COMPREHENSIVE INCOME (LOSS)

	For the Fiscal Year Ended April 27, 2013
Net Loss Attributable to Debtor Entities	\$ (138,818)
Other comprehensive income (loss), net of tax:	
Foreign currency translation adjustments	—
Total comprehensive loss, net of tax	<u>\$ (138,818)</u>

DEBTORS' STATEMENT OF SHAREHOLDERS' EQUITY (DEFICIT)

	Common Stock		Capital Paid-in Excess of Par Value	Treasury Stock, at Cost	(Accumulated Deficit) / Retained Earnings	Total Shareholders' Equity (Deficit)
	Shares	Dollars				
Balance at April 28, 2012	24,300	\$ 24	\$ 444,476	\$(186,637)	\$(179,693)	\$ 78,170
Issuance of common stock in conjunction with stock option exercises, net	299	—	—	—	—	—
Tax deficiency on option exercises	—	—	(91)	—	—	(91)
Share-based compensation expense	—	—	1,846	—	—	1,846
Net loss	—	—	—	—	(138,818)	(138,818)
Balance at April 27, 2013	<u>24,599</u>	<u>\$ 24</u>	<u>\$ 446,231</u>	<u>\$(186,637)</u>	<u>\$(318,511)</u>	<u>\$(58,893)</u>

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DEBTORS' STATEMENT OF CASH FLOWS

	For Fiscal Year Ended April 27, 2013
Cash flows from operating activities:	
Net loss attributable to Debtor entities	\$ (138,818)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:	
Depreciation and intangible asset amortization expense	33,029
Amortization of development costs	7,179
Losses of unconsolidated affiliate	1,436
Loss on early extinguishment of debt	10,201
Early termination of long-term indebtedness	1,247
Fees related to DIP financing	9,855
Amortization of debt fees and other	2,019
Share-based compensation expense	1,846
Impairment of goodwill and intangible assets	36,010
Impairment of investment in unconsolidated affiliate	7,749
Impairment of long-term asset	1,414
Deferred taxes	5,193
Non-cash convertible debt interest expense	6,828
Changes in current assets and liabilities (net of assets acquired and liabilities assumed in business combinations):	
Accounts receivable	3,753
Inventories	8,024
Deferred catalog costs	2,813
Prepaid expenses and other current assets	(19,965)
Accounts payable	505
Accrued liabilities	12,334
Accrued bankruptcy related reorganization costs	6,188
Net cash used in operating activities	<u>(1,160)</u>
Cash flows from investing activities:	
Additions to property, plant and equipment	(4,702)
Proceeds from note receivable	3,000
Change in restricted cash	(26,302)
Investment in product development costs	(7,579)
Investment in product line	(1,250)
Net cash used in investing activities	<u>(36,833)</u>
Cash flows from financing activities:	
Pre-petition proceeds from bank borrowings	1,029,131
Pre-petition repayment of debt and capital leases	(1,110,809)
DIP proceeds from bank borrowings	307,636
DIP repayment of debt and capital leases	(149,850)
Early termination of long-term indebtedness	(1,247)
Fees related to DIP financing	(9,855)
Payment of debt fees and other	(10,404)
Net cash provided by financing activities	<u>54,602</u>
Net increase in cash and cash equivalents	16,609
Cash and cash equivalents, beginning of period	155
Cash and cash equivalents, end of period	<u>\$ 16,764</u>

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The following table reflects pre-petition liabilities that are subject to compromise for the Debtors:

	April 27, 2013
Accounts payable	\$ 51,951
2011 Debentures	163,688
Pre-petition accrued interest on 2011 Debentures	979
Sale-leaseback obligations	11,684
Payables and advances to non-filing entities	657
Liabilities subject to compromise	<u>\$228,959</u>

NOTE 19 — GAIN ON SALE OF PRODUCT LINE

“Gain on sale of product line” on the consolidated statements of operations represents gains or losses on the sale of long-lived assets of the Company and is included in income from continuing operations before income taxes in accordance with FASB ASC Topic 360-10-45-5, SEC Staff Accounting Bulletin Topic 13, “Revenue Recognition” and Regulation S-X, Rule 5-03(b)(6).

In the third quarter of fiscal 2012, the Company completed the sale of SEEDS of Science/Roots of Reading assets which the Company concluded was an ancillary, non-core program. The sale price was \$6,650, including assets of \$2,274 and resulting in a gain of sale of assets of \$4,376.

NOTE 20—RESTRUCTURING

In fiscal 2013 and 2012, the Company recorded restructuring costs associated with severance related to headcount reductions, which is recorded in selling, general and administrative expenses on the consolidated statements of operations. The Company completed the fiscal 2012 headcount reductions during the third quarter of fiscal 2012. The following is a reconciliation of accrued restructuring costs for the fiscal years ended April 27, 2013 and April 28, 2012.

	Educational Resources	Accelerated Learning	Corporate	Total
Accrued Restructuring at April 30, 2011	\$ 309	\$ 44	\$ 8	\$ 361
Amounts charged to expense	708	711	894	2,313
Payments	<u>(937)</u>	<u>(417)</u>	<u>(197)</u>	<u>(1,551)</u>
Accrued Restructuring at April 28, 2012	\$ 80	\$ 338	\$ 705	\$ 1,123
Amounts charged to expense	381	400	780	1,561
Payments	<u>(482)</u>	<u>(589)</u>	<u>(897)</u>	<u>(1,968)</u>
Accrued Restructuring at April 27, 2013	<u>\$ (21)</u>	<u>\$ 149</u>	<u>\$ 588</u>	<u>\$ 716</u>

NOTE 21—COMMITMENTS AND CONTINGENCIES

Various claims and proceedings arising in the normal course of business are pending against the Company. The results of these matters are not expected to have a material adverse effect on the Company’s consolidated financial position, results of operations or cash flows.

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In the second quarter of fiscal 2012, the Company settled the state tax audit for the Delta Education, LLC (“Delta”) liability that survived the Company’s acquisition of Delta in fiscal 2006. As a result of the settlement, the Company finalized the amount owed by the subsidiary to the state. The settlement resulted in an assessment related to the pre-acquisition years of Delta of \$2,600, net of Federal benefit. The matter is closed, and the Company adjusted the previously recorded liability based upon the settlement.

NOTE 22—QUARTERLY FINANCIAL DATA (UNAUDITED)

The following presents certain unaudited quarterly financial data for fiscal 2013 and fiscal 2012:

	Fiscal 2013				
	First	Second	Third	Fourth	Total
Revenues	\$252,139	\$236,866	\$ 80,791	\$105,202	\$ 674,998
Gross profit	103,597	92,700	29,406	38,177	263,880
Operating income (loss)	28,481	25,336	(76,612)	(26,605)	(49,400)
Earnings (loss), net of income taxes	18,256	14,264	(108,509)	(70,267)	(146,256)
Equity in (losses) earnings of unconsolidated affiliate, net of tax	119	(137)	(1,418)	—	(1,436)
Net income (loss)	18,375	14,127	(109,927)	(70,267)	(147,692)
Basic earnings per share of common stock:					
Earnings/(loss)	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)
Total	<u>\$ 0.97</u>	<u>\$ 0.75</u>	<u>\$ (5.81)</u>	<u>\$ (3.72)</u>	<u>\$ (7.81)</u>
Diluted earnings per share of common stock:					
Earnings/(loss)	\$ 0.97	\$ 0.75	\$ (5.81)	\$ (3.72)	\$ (7.81)
Total	<u>\$ 0.97</u>	<u>\$ 0.75</u>	<u>\$ (5.81)</u>	<u>\$ (3.72)</u>	<u>\$ (7.81)</u>
	Fiscal 2012				
	First	Second	Third	Fourth	Total
Revenues	\$ 276,084	\$251,375	\$ 85,258	\$119,274	\$ 731,991
Gross profit	111,276	95,060	30,628	46,050	283,014
Operating income (loss)	31,500	21,655	(126,545)	(21,688)	(95,078)
Earnings (loss), net of income taxes	13,570	8,744	(103,006)	(51,837)	(132,529)
Equity in (losses) earnings of unconsolidated affiliate, net of tax	(20)	135	(1,608)	5	(1,488)
Net income (loss)	13,550	8,879	(104,614)	(51,832)	(134,017)
Basic earnings per share of common stock:					
Earnings/(loss)	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)
Total	<u>\$ 0.72</u>	<u>\$ 0.47</u>	<u>\$ (5.54)</u>	<u>\$ (2.75)</u>	<u>\$ (7.10)</u>
Diluted earnings per share of common stock:					
Earnings/(loss)	\$ 0.72	\$ 0.47	\$ (5.54)	\$ (2.75)	\$ (7.10)
Total	<u>\$ 0.72</u>	<u>\$ 0.47</u>	<u>\$ (5.54)</u>	<u>\$ (2.75)</u>	<u>\$ (7.10)</u>

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The summation of quarterly net income per share may not equate to the calculation for the full fiscal year as quarterly calculations are performed on a discrete basis.

The Company's business activity is subject to seasonal influences. Our historical revenues and profitability have been dramatically higher in the first two quarters of our fiscal year, primarily due to increased shipments to customers coinciding with the start of each school year. Quarterly results also may be materially affected by variations in our costs for the products sold, the mix of products sold and general economic conditions. Therefore, results for any quarter are not indicative of the results that we may achieve for any subsequent fiscal quarter or for a full fiscal year.

NOTE 23—PRELIMINARY PRO FORMA FRESH START BALANCE SHEET AND STATEMENT OF OPERATIONS (UNAUDITED)

In connection with the Company's emergence from Chapter 11, the Company adopted fresh start accounting as of June 11, 2013 in accordance with ASC 852 "*Reorganizations*". Upon the adoption of fresh start accounting, the financial statements of the Company will not be comparable, in various material respects, to any of the Company's previously issued financial statements. The financial statements as of June 11, 2013 and for periods subsequent to the fresh start effective date reflect that of a new entity. Fresh start accounting results in the creation of a new reporting entity that has no retained earnings or accumulated deficit.

Fresh start accounting reflects the value of the Company as determined in the confirmed plan of reorganization. Under fresh start accounting, the Company's asset values are remeasured using fair value, and are allocated in conformity with ASC 805, "*Business Combinations*".

The following Preliminary Pro Forma Fresh Start Balance Sheet and Statement of Operations illustrate the presently estimated financial effects of the implementation of the plan of reorganization and the adoption of fresh start accounting. The Pro Forma Fresh Start Balance Sheet reflects the assumed effect of the consummation of the transactions contemplated in the Plan of Reorganization, including settlement of various liabilities and securities issuances, incurrence of new indebtedness, and cash payments. The Preliminary Pro Forma Fresh Start Balance Sheet is presented as if the effectiveness of the Plan of Reorganization had occurred, and the Company had adopted fresh start accounting, as of April 27, 2013. The Preliminary Pro Forma Fresh Start Statement of Operations is presented as if the effectiveness of the Plan of Reorganization had occurred, and the Company had adopted fresh start accounting, as of the last day of the fiscal 2012. As a result, the pro forma fiscal 2013 results do not include costs related to the Chapter 11 Cases.

This preliminary pro forma data is unaudited. Asset appraisals for fresh start accounting have not yet been completed, and comparable interest rate and other data required for evaluation of liability values are still being compiled and finalized. Changes in the values of assets and liabilities and changes in assumptions from those reflected in the Preliminary Pro Forma Fresh Start Balance Sheet could significantly impact the reported value of intangibles. Accordingly, the amounts shown are not final, and are subject to changes and revisions, including differences between the estimates used to develop this Preliminary Pro Forma Fresh Start Balance Sheet and the actual amounts ultimately determined. This could also result in differences between the estimates used in the Preliminary Pro Forma Statement of Operations and actual amounts ultimately determined. Balances also will differ due to the results of operations and other transactions occurring between April 27, 2013 and June 11, 2013, which is the date on which the Company adopted fresh start accounting.

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The pro forma effects of the Plan of Reorganization and fresh start accounting on the Company's Preliminary Pro Forma Fresh Start Balance Sheet as of April 27, 2013 are as follows (unaudited, in thousands):

	April 27, 2013	(1) Debt Discharge	(2) New Credit Facility Financing Transactions	(3) Preliminary Fresh Start Adjustments	Pro Forma April 27, 2013
Assets:					
Cash and cash equivalents	\$ 20,769	\$ —	\$ (3,284)	\$ —	\$ 17,485
Restricted cash	26,302	—	—	—	26,302
Accounts receivable	58,942	—	—	—	58,942
Inventories	92,582	—	—	—	92,582
Other current assets	48,618	—	—	—	48,618
Total current assets	247,213	—	(3,284)	—	243,929
Property, plant and equipment	39,209	(8,000)	—	—	31,209
Intangibles	110,306	—	—	(78,704)	31,602
Development costs and other	30,845	—	10,839	—	41,684
Total assets	\$ 427,573	\$ (8,000)	\$ 7,555	\$ (78,704)	\$ 348,424
Liabilities and Shareholders' Equity (Deficit):					
Current liabilities:					
DIP loan facility	\$ 198,302	\$ —	\$(198,302)	\$ —	\$ —
Accounts payable	22,897	—	—	—	22,897
Other current liabilities	56,339	—	—	—	56,339
Total current liabilities	277,538	—	—	—	79,236
Exit financing	—	—	161,263	—	161,263
Liabilities subject to compromise	228,302	(228,302)	—	—	—
Liability to general unsecured creditors	—	19,400	—	—	19,400
Other long term liabilities	925	—	—	—	925
Total liabilities	506,765	(209,902)	(37,039)	—	260,824
Shareholders' equity:					
Debtors	(79,192)	170,547	(12,651)	(78,704)	—
Reorganized Entity	—	30,355	57,245	—	87,600
Total shareholders' equity (deficit)	(79,192)	201,902	44,594	(78,704)	87,600
	\$ 427,573	\$ (8,000)	\$ 7,555	\$ (78,704)	\$ 348,424

(1) Debt Discharge

This column represents the discharge, reinstatement or reclassification of liabilities subject to compromise pursuant to the terms of the plan of reorganization. Along with creditor claims accumulated through the bankruptcy proceedings, discharged liabilities include the rejection or reclassification of capital lease obligations. The debtors liabilities subject to compromise total approximately \$230,000, of which:

- Approximately \$19,400 is reclassified as long-term liabilities representing the estimated recovery of general unsecured creditors.

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- Approximately \$164,700 represents the pre-petition 3.75% convertible notes (including accrued interest through the filing date), due in 2026, for which the note holders were issued equity with estimated value of \$30,400.
- Approximately \$11,700 represents capital lease obligations for which the lease was either rejected or amended in a manner that results in an operating lease.

As a result of the various debt discharge and reclassification transactions, a gain on extinguishment of approximately \$170,500 is expected to be recognized as a non-cash reorganizational item.

(2) New Credit Financing Transactions

This column reflects the retirement of approximately \$198,300 of DIP financings which consisted of repayments of \$141,600 and the issuance of equity with an estimated fair value of \$57,245. The proceeds for the DIP repayments were made using \$138,400 net proceeds, after payment of debt issuance costs and other expenses, from the exit financing and approximately \$3,300 of existing cash.

(3) Fresh Start Adjustments

Fresh start adjustments are made to reflect asset values at their estimated fair value. This includes the elimination of debtor equity accounts. Based on an the Company's estimated enterprise value of \$300,000, as reported to the Bankruptcy Court, the Company estimates that intangible assets will be reduced from their historical amount by approximately \$78,700. This is an estimate until the valuation and fresh start accounting is completed in the first quarter of fiscal 2014.

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The pro forma effects of the Plan of Reorganization and fresh start accounting on the Company's Preliminary Pro Forma Statement of Operations for the year ended April 27, 2013 are as follows (unaudited, in thousands, except per share information):

	April 27, 2013	(1) Eliminate Bankruptcy- related costs and Interest Expense on Old Debt	(2) Record Interest Expense on New Debt	(3) Adjustments Related to Adoption of Fresh Start and Other Restructuring	Pro Forma April 27, 2013
Revenues	\$ 674,998	\$ —	\$ —	\$ —	\$674,998
Cost of revenues	411,118	—	—	—	411,118
Gross profit	263,880	—	—	—	263,880
Selling, general and administrative expenses	267,491	(4,732)	—	(12,600)	250,159
Impairment Charge	45,789	—	—	—	45,789
Operating loss	(49,400)	4,732	—	12,600	(32,068)
Other expense:					
Interest expense	28,600	(28,600)	19,033	—	19,033
Loss on early extinguishment of debt	10,201	(10,201)	—	—	—
Early termination of long-term indebtedness	26,247	(26,247)	—	—	—
Impairment of long-term asset	1,414	—	—	—	1,414
Impairment of investment in unconsolidated affiliate	7,749	—	—	—	7,749
Loss before reorganization costs and provision for (benefit from) income taxes	(123,611)	69,780	(19,033)	12,600	(60,264)
Bankruptcy related reorganization costs	22,979	(22,979)	—	—	—
Loss before provision for (benefit from) income taxes	(146,590)	92,759	(19,033)	12,600	(60,264)
Provision for / (benefit from) income taxes	(334)	—	—	—	(334)
Loss before losses from investment in unconsolidated affiliate	(146,256)	92,759	(19,033)	12,600	(59,930)
Losses of unconsolidated affiliate	(1,436)	—	—	—	(1,436)
Net loss	\$ (147,692)	\$ 92,759	\$ (19,033)	\$ 12,600	\$ (61,366)
Weighted average shares outstanding:					
Basic and Diluted	18,922				18,922
Net loss per share:					
Basic and Diluted	\$ (7.81)				\$ (3.24)

(1) Eliminate bankruptcy-related costs and interest expense on old debt

This column eliminates \$4,732 of bankruptcy-related costs that the Company incurred pre-petition and had included in its SG&A. In addition, the \$28,600 of interest expense related entirely to the pre-bankruptcy credit facilities and the debtor-in-possession credit facilities that are replaced by the Company's exit

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financing. Other costs related to the extinguishment of the Company's pre-bankruptcy credit facilities, including the \$10,201 loss on extinguishment and \$26,247 early termination of long-term indebtedness, are eliminated.

- (2) Record interest expense on new debt.

The Company estimates the interest expense on the exit financing will be approximately \$19,033. This includes approximately \$1,500 on the asset-based loan assuming an average outstanding balance of \$60,000 during the course of the fiscal year, \$13,775 on the \$145,000 term loan, \$2,038 of amortized debt issuance costs and \$1,720 on the \$19,400 estimated face value of the deferred cash payments owed to general unsecured creditors in accordance with Reorganization Plan.

- (3) Adjustments related to the adoption of fresh start accounting and other restructuring.

The Company's preliminary fresh start balance sheet reflects a reduction of intangible assets of \$78,704, of which the Company has preliminarily estimated to relate to definite-lived intangibles with an average useful life of approximately 10 years. Thus, the estimated reduction in intangible amortization is approximately \$7,800. The Company incurred approximately \$2,800 of costs in fiscal 2013 related to the closure of its Mt. Joy, Pennsylvania distribution Center as the lease was rejected in the bankruptcy process. These costs have been eliminated in the Pro Forma Statement of Operations. In addition, the Company estimates that the impact of this lease rejection will reduce occupancy-related costs by approximately \$2,000 on a full year basis.

NOTE 24—SUBSEQUENT EVENTS

On May 23, 2013, the Bankruptcy Court approved the Debtors' Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan") pursuant to the Confirmation Order dated May 23, 2013, as corrected June 3, 2013 (the "Confirmation Order"). On June 11, 2013 (the "Effective Date"), the Ad Hoc Facility and the ABL DIP Facility and the related security agreements were terminated in accordance with the terms of the Reorganization Plan. Also on the Effective Date, the 2011 Debentures were canceled and the indenture under which the 2011 Debentures were issued was terminated.

On June 11, 2013, the Company entered into a Loan Agreement (the "Asset-Based Credit Agreement") by and among the Company, Bank of America, N.A, as Agent, SunTrust Bank, as Syndication Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated and SunTrust Robinson Humphrey, Inc., as Joint Lead Arrangers and Bookrunners, and the Lenders that are party to the Asset-Based Credit Agreement (the "Asset-Based Lenders").

Under the Asset-Based Credit Agreement, the Asset-Based Lenders agreed to provide a revolving senior secured asset-based credit facility (the "New ABL Facility") in an aggregate principal amount of \$175 million. Outstanding amounts under the New ABL Facility will bear interest at a rate per annum equal to, at the Company's election: (1) a base rate (equal to the greatest of (a) the prime lending rate, (b) the federal funds rate plus 0.50%, and (c) the 30-day LIBOR rate plus 1.00% per annum) (the "Base Rate") plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the fixed charge coverage ratio under the New ABL Facility and the applicable point in the life of the New ABL Facility) (the "Applicable Margin"), or (2) a LIBOR rate plus the Applicable Margin (the "LIBOR Rate"). Interest on loans under the New ABL Facility bearing interest based upon the Base Rate will be due monthly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

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The New ABL Facility will mature on June 11, 2018. The Company may prepay advances under the New ABL Facility in whole or in part at any time without penalty or premium. The Company will be required to make specified prepayments upon the occurrence of certain events, including: (1) the amount outstanding on the New ABL Facility exceeding the Borrowing Base, and (2) the Company's receipt of net cash proceeds of any sale or disposition of assets that are first priority collateral for the New ABL Facility.

Pursuant to a Guaranty and Collateral Agreement dated as of June 11, 2013 (the "New ABL Security Agreement"), the New ABL Facility is secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Term Loan Lenders, as defined and described below, the Asset-Based Lenders have a first priority security interest in substantially all working capital assets of the Company and the guarantor subsidiaries, and a second priority security interest in all other assets, subordinate only to the first priority security interest of the New Term Loan Lenders in such other assets.

The Asset-Based Credit Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to a springing financial covenant relating to the Company's fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments.

Also on June 11, 2013, the Company entered into a Credit Agreement (the "New Term Loan Credit Agreement") among the Company, Credit Suisse AG, as Administrative Agent and Collateral Agent, and the Lenders defined in the New Term Loan Credit Agreement (the "Term Loan Lenders").

Under the New Term Loan Credit Agreement, the Term Loan Lenders agreed to make a term loan (the "New Term Loan") to the Company in aggregate principal amount of \$145 million. The outstanding principal amount of the New Term Loan will bear interest at a rate per annum equal to the applicable LIBOR rate (with a 1% floor) plus 8.50%, or the base rate plus a margin of 7.50%. Interest on loans under the New Term Loan Credit Agreement bearing interest based upon the base rate will be due quarterly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The Term Loan matures on June 11, 2019. The New Term Loan Credit Agreement requires prepayments at specified levels upon the Company's receipt of net proceeds from certain events, including: (1) certain dispositions of property, divisions, business units or business lines; and (2) other issuances of debt other than Permitted Debt (as defined in the New Term Loan Credit Agreement). The New Term Loan Credit Agreement also requires prepayments at specified levels from the Company's excess cash flow. The Company is also permitted to voluntarily prepay the New Term Loan in whole or in part. Any prepayments are to be made at par, plus an early payment fee calculated in accordance with the terms of the New Term Loan Credit Agreement if prepaid prior to the second anniversary of the Term Loan Credit Agreement.

Pursuant to a Guarantee and Collateral Agreement dated as of June 11, 2013 (the "New Term Loan Security Agreement"), the Term Loan is secured by a first priority security interest in substantially all assets of the Company and the guarantor subsidiaries. Under an intercreditor agreement between the Asset-Based Lenders and the Term Loan Lenders, the Term Loan Lenders have a second priority security interest in substantially all working capital assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the Asset-Based Lenders in such assets, and a first priority security interest in all other assets.

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The New Term Loan Credit Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to quarterly financial covenants commencing on the fiscal quarter ending October 26, 2013, relating to the Company's (1) minimum interest coverage ratio and (2) maximum net total leverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments.

Pursuant to the Reorganization Plan, the Company consummated a reincorporation merger (the "Reincorporation") where the Company merged with and into its wholly owned subsidiary, SSI Merger Sub Inc., a Delaware corporation, pursuant to the terms of a Plan of Merger dated as of June 11, 2013 (the "Plan of Merger"). In connection with the Plan of Merger, SSI Merger Sub Inc. changed its name to School Specialty, Inc. (the "Company"). The effective date of the Reincorporation was June 11, 2013 (the "Effective Time"). As a result of the Reincorporation, the Company is now a Delaware corporation.

On the Effective Date, pursuant to the Reorganization Plan, all equity interests in the pre-reorganization company, including common stock and any options, warrants, calls, subscriptions or other similar rights or other agreements, commitments or outstanding securities obligations, were cancelled and extinguished.

As of the Effective Date a total of 1,000,004 shares of common stock were issued pursuant to the Reorganization Plan to holders of certain allowed claims against the Debtors. In total, the Company has 2,000,000 authorized shares of Common Stock and 500,000 authorized shares of preferred stock, each with a par value of \$0.001 per share.

The Reorganization Plan generally provided for the treatment of allowed claims against, and equity interests in, the Debtors as follows:

- The lenders under the Senior Secured Super Priority Debtor-in-Possession Credit Agreement (the "Ad Hoc DIP Agreement") by and among the Company, certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent and the lenders party thereto were entitled to receive (i) cash in an approximate amount of \$98.3 million, and (ii) 65% of the common stock of the reorganized Company;
- Each holder of an allowed general unsecured claim was entitled to receive a deferred cash payment equal to 20% of such allowed claim, plus interest, on the terms described in the Reorganization Plan;
- Each holder of an unsecured claim arising from the provision of goods and/or services to the Debtors in the ordinary course of its pre-petition trade relationship with the Debtors, with whom the Reorganized Debtors continue to do business after the Effective Date, is entitled to receive a deferred cash payment equal to 20% of such claim, plus interest, on the terms described in the Reorganization Plan. Such holders may increase their percentage recoveries to 45%, plus interest, by electing to provide the reorganized Debtors with customary trade terms for a specified period, as described in the Reorganization Plan;
- Each holder of the Company's 3.75% Convertible Subordinated Debentures due 2026, as further described elsewhere in this report, received its pro rata share of 35% of the common stock of the reorganized Company;
- Each holder of an allowed general unsecured claim or allowed trade unsecured claim of \$3,000 or less, or any holder of a general unsecured claim or trade unsecured claim in excess of \$3,000 that agreed to

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voluntarily reduce the amount of its claim to \$3,000 under the terms described in the Reorganization Plan, was entitled to receive a cash payment equal to 20% of such allowed claim on or as soon as practicable after the Effective Date; and

- Holders of equity interests in the Company prior to the reorganization, including claims arising out of or with respect to such equity interests, were not entitled to receive any distribution under the Reorganization Plan.

Pursuant to the Reorganization Plan, on the Effective Date, the terms of the directors and managers of the boards of directors or board of managers of the Debtors expired and such directors and managers were deemed removed from such boards. The initial board of directors of the reorganized Company is comprised of four members, including:

- Michael P. Lavelle, the Company's Chief Executive Officer; and
- Three directors, including James R. Henderson, Madhu Satyanarayana and Justin Lu as designated by the three largest lenders under the Ad Hoc DIP Agreement.

All of the other lenders under the Ad Hoc DIP Agreement had the right to designate an additional director under the Reorganization Plan. These lenders determined not to exercise their right, and have requested that the board of directors designate the additional director at its discretion.

On the Effective Date, the officers of each of the reorganized Company and subsidiaries were appointed in accordance with the provisions of the new organizational documents.

On July 22, 2013 the Company entered into a Transition and Separation Agreement and Mutual General Release (the "Transition Agreement") with Mr. Lavelle, pursuant to which Mr. Lavelle resigned as President and Chief Executive Officer of the Company, and as a member of the board of directors of the Company, effective as of such date after August 2, 2013 as determined by the board of directors, but not later than September 1, 2013. The effective date is expected to be August 9, 2013. As discussed in more detail in Item 10, Directors, Executive Officers and Corporate Governance, because of the resignation of Mr. Lavelle, the board of directors appointed James R. Henderson to serve as interim Chief Executive Officer of the Company.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable

Item 9A. Controls and Procedures**Evaluation of Disclosure Controls and Procedures**

Based on an evaluation as of the end of the period covered by this annual report, the Company's principal executive officer and principal financial officer have concluded that the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")) are effective for the purposes set forth in the definition of the Exchange Act rules.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting. As such term is defined in Exchange Act Rule 13a-15(f), internal control over financial reporting is a process designed by, or under the supervision of, the principal executive and principal financial officers, or persons performing similar functions, and effected by the board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States. Internal control over financial reporting includes those policies and procedures that:

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Company;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the financial statements in accordance with accounting principles generally accepted in the United States, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and the directors of the Company; and
- (3) provide reasonable assurance regarding prevention of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Management conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the criteria in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation under the criteria, management concluded that the Company's internal control over financial reporting was effective as of April 27, 2013.

Changes in Internal Controls

No change in our internal control over financial reporting occurred during our most recent fiscal quarter that materially affected, or is reasonably likely to materially effect, our internal control over financial reporting.

Item 9B. Other Information

Not applicable

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required under this Item relating to executive officers of the Company is provided in Part I of this report.

Board of Directors

As described above under Item 1, Business, pursuant to the Reorganization Plan, on the Effective Date, the terms of the directors of the pre-reorganization Company expired and such directors were deemed removed from the Board. The initial board of directors of the reorganized Company is comprised of four members, and under the Reorganization Plan, certain other lenders under the Ad Hoc DIP Agreement had the right to designate an additional director. These lenders determined not to exercise their right, and have requested that the board of directors designate the additional director at its discretion. The following descriptions provide certain biographical information about each of the directors of the reorganized Company, along with a statement regarding the specific experience, qualifications, attributes or skills that led to the determination that each director should serve as a director of the Company. There were no material changes in fiscal 2013 to the procedures by which the Company's shareholders may recommend nominees to the Company's Board of Directors.

Name and Age of Director

Michael P. Lavelle
Age 43

Mr. Lavelle has been President and Chief Executive Officer of School Specialty since January 2012. He served as President, Senior Vice President, and Vice President of several divisions of Houghton Mifflin Harcourt, a company specializing in educational products, reference works and literature, from 2001 to 2011. In May 2012, Houghton Mifflin Harcourt filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code. Prior to joining Houghton Mifflin Harcourt, Mr. Lavelle served as Chief Financial Officer of John Zink Company, a portfolio company of Koch Industries, a privately held company specializing in manufacturing, trading and investments, from 1997 to 2000, and as Chief Financial Officer of Marcegaglia USA, a carbon and stainless steel manufacturer, from 1994 to 1997. He has served on the Board since January 2012.

Mr. Lavelle's position as President and Chief Executive Officer of the Company made him an integral part of the Board.

On July 22, 2013 the Company entered into a Transition and Separation Agreement and Mutual General Release (the "Transition Agreement") with Mr. Lavelle, pursuant to which Mr. Lavelle resigned as President and Chief Executive Officer of the Company, and as a member of the board of directors of the Company, effective as of such date after August 2, 2013 as determined by the board of directors, but not later than September 1, 2013 (the "Separation Date"). The effective date is expected to be August 9, 2013.

At the Effective Time, Justin Lu, Madhu Satyanarayana and James R. Henderson were appointed to the Board of Directors in accordance with the terms of the Reorganization Plan. Mr. Lu, Mr. Satyanarayana and Mr. Henderson were designated by Zazove Associates, J. Goldman & Co., L.P., and Steel Excel, Inc., the three largest Ad Hoc DIP Lenders.

Justin Lu
Age 42

Mr. Lu is a principal and assistant high yield portfolio manager at Zazove Associates ("Zazove"), an investment advisory firm focused on convertible securities. Mr. Lu has been employed by Zazove since 2002, investing primarily in high yield convertible portfolios. Prior to joining Zazove, Mr. Lu worked at Merrill Lynch from 1998 to 2001 as an associate in the leveraged finance and technology investment banking groups.

Mr. Lu received his B.A. in economics and mathematics from Dartmouth College and his J.D./M.B.A. from Columbia University. Mr. Lu is a CFA charterholder.

Mr. Lu's experience at sophisticated financial institutions with leveraged finance and other complex transactions is beneficial to the Board of Directors.

Madhu Satyanarayana Age 32

Mr. Satyanarayana is a Portfolio Manager of J. Goldman & Co., L.P. ("JGC"), having been employed in that position since 2011. Prior to joining JGC, Mr. Satyanarayana was a Vice President at Cerberus Capital Management, L.P. from 2005 to 2011, investing in distressed securities and special situations. From 2003 to 2005, Mr. Satyanarayana was an Analyst at UBS Securities, LLC in the Restructuring Group, advising corporate, sovereign and hedge fund clients in distressed situations. Mr. Satyanarayana has previously served on the board of directors of Freedom Group, Inc. as well as certain of its affiliates and subsidiaries, where he chaired the Investment and Benefits Committee, charged with managing the assets of multiple defined benefit pension plans on behalf of their beneficiaries. In addition, Mr. Satyanarayana has served on numerous ad hoc creditor and lender committees as part of the restructuring processes of those companies. Mr. Satyanarayana received a A.B. in Economics from Harvard College.

Mr. Satyanarayana's background investing in distressed situations as well as his prior board service and ad hoc creditor and lender committee experience make him a valuable member of the Board of Directors.

James R. Henderson Age 55

Mr. Henderson served as Chairman of the Board and Chief Executive Officer of Point Blank Solutions, Inc., a designer and manufacturer of protective body armor, from June 2009 until October 2011, having previously served as its Chairman of the Board from August 2008 until June 2009 and as acting chief executive officer from April 2009 until June 2009. He subsequently served as Chief Executive Officer of Point Blank Enterprises, Inc., the successor to the business of Point Blank Solutions, Inc., from October 2011 to September 2012. Mr. Henderson was also a Managing Director and operating partner of Steel Partners LLC, a subsidiary of Steel Partners Holdings L.P., a global diversified holding company that owns and operates businesses and has significant interests in leading companies in a variety of industries, including diversified industrial products, energy, defense, banking, insurance, and food products and services, until April 2011. In addition, Mr. Henderson was associated with Steel Partners LLC and its affiliates from August 1999 until April 2011. Mr. Henderson was a director and chief executive of the predecessor entity of Steel Partners Holdings L.P., WebFinancial Corporation, from June 2005 to April 2008, where he was served as president and chief operating officer from November 2003 to April 2008 and as vice president of operations from September 2000 to December 2003. Mr. Henderson was also the chief executive officer of WebBank, a wholly-owned subsidiary of Steel Partners Holdings L.P., from November 2004 to May 2005. Mr. Henderson was an Executive Vice President of SP Acquisition Holdings, Inc., a company formed for the purpose of acquiring one or more businesses or assets, from February 2007 until October 2009. Mr. Henderson has served as a director of GenCorp since 2008. Mr. Henderson also served as a director of DGT Holdings Corp., a manufacturer of proprietary high-voltage power conversion subsystems and components, from November 2003 until December 2011 and as a director of SL Industries, Inc., a company that designs, manufactures and markets power electronics, motion control, power protection, power quality electromagnetic and specialized communication equipment, from January 2002 to March 2010. Mr. Henderson

served as a director of Angelica Corporation, a provider of healthcare linen management services, from August 2006 to August 2008. Mr. Henderson was also a director of ECC International Corp., a manufacturer and marketer of computer controlled simulators for training personnel to perform maintenance and operation procedures on military weapons, from December 1999 to September 2003 and was acting chief executive officer from July 2002 to March 2003. Mr. Henderson holds a BS in Accounting from the University of Scranton.

Mr. Henderson's leadership experience and substantial business knowledge make him a valuable member of the board of directors.

Because of the resignation of Mr. Lavelle on July 22, 2013 the board of directors appointed James R. Henderson, chairman of the board of directors to serve as interim Chief Executive Officer of the Company, effective as of Mr. Lavelle's Separation Date. Mr. Henderson will continue as Chairman of the board of directors and a director of the Company.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires School Specialty's directors and officers, among others, to file reports with the SEC disclosing their ownership, and changes in their ownership, of stock in the Company. Copies of these reports must also be furnished to the Company. Based solely on a review of these copies, the Company believes that all filing requirements were complied with on a timely basis during fiscal 2013.

Code of Ethics

We have adopted a Code of Ethics that applies to our directors, officers and employees, including the principal executive officer, principal financial officer, principal accounting officer and controller. The Code of Ethics is posted on our internet website at www.schoolspecialty.com. We intend to satisfy disclosure requirements under Item 406 of Regulation S-K regarding certain amendments to, or waivers from, the Code of Ethics by posting such information on our internet website.

Audit Committee

The Company has a separately-designated standing Audit Committee of its Board of Directors. The Audit Committee is responsible for oversight of the Company's accounting and financial reporting processes and the audit of the Company's financial statements. The Audit Committee currently consists of Messrs. Satyanarayana and Lu. It was determined by the Board of Directors that as of August 6, 2013, Messrs. Satyanarayana and Lu were considered "independent" under the listing standards of NASDAQ without regard to the heightened independence standards for audit committee members with respect to Mr. Lu. Mr. Satyanarayana has been determined by the Board of Directors to be an "audit committee financial expert" for purposes of the SEC's rules.

Item 11. Executive Compensation

SUMMARY COMPENSATION TABLE

EXECUTIVE COMPENSATION

Explanatory Note

As previously disclosed, on January 28, 2013, School Specialty, Inc. and the other Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. On May 23, 2013, the Bankruptcy Court entered an order confirming the Debtors' Reorganization Plan and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. In connection with the Reorganization Plan, all outstanding equity interests of the Company that were issued and outstanding prior to the Effective Date were cancelled on the Effective Date.

Pursuant to the Reorganization Plan, on the Effective Date, the terms of the directors and managers of the board of directors or board of managers of the Debtors expired and such directors and managers were deemed removed from such boards. The initial board of directors of the reorganized Company is comprised of four members, including Michael P. Lavelle, Madhu Satyanarayana, Justin Lu and James R. Henderson.

On July 22, 2013 the Company entered into a Transition and Separation Agreement and Mutual General Release (the "Transition Agreement") with Mr. Lavelle, pursuant to which Mr. Lavelle resigned as President and Chief Executive Officer of the Company, and as a member of the board of directors of the Company, effective as of such date after August 2, 2013 as determined by the board of directors, but not later than September 1, 2013. The effective date is expected to be August 9, 2013.

Because of the resignation of Mr. Lavelle on July 22, 2013 the board of directors appointed James R. Henderson, Chairman of the board of directors to serve as interim Chief Executive Officer of the Company, effective as of Mr. Lavelle's Separation Date. Mr. Henderson will continue as Chairman of the board of directors and a director of the Company.

On June 17, 2013, the Board created a new Compensation Committee of the Board of Directors and appointed Messrs. Lu and Henderson to serve on the newly created committee. The new Compensation Committee has not yet determined compensation for fiscal 2014. Accordingly, the executive compensation information discussed below for the fiscal year ended April 27, 2013 does not necessarily reflect the executive compensation program to be implemented by the newly constituted Compensation Committee and Board of Directors of the Company.

In accordance with the smaller reporting company disclosure requirements of Form 10-K and Regulation S-K, this section describes the compensation awarded to, earned by, or paid to the Company's Chief Executive Officer and the next two most highly compensated executive officers (the "Named Executive Officers") during fiscal 2013. In this section, references to the "Company," "Board of Directors," "Compensation Committee," and the like refer to the Company prior to the Effective Date.

Summary Compensation Information.

The following table sets forth the compensation earned by the Named Executive Officers during fiscal 2013:

Summary Compensation Table – Fiscal 2013

<u>Name and Principal Position</u>	<u>Fiscal Year</u>	<u>Salary (\$)(1)</u>	<u>Bonus (\$)</u>	<u>Stock Awards (\$)(2)(3)</u>	<u>Option Awards (\$)(4)</u>	<u>Non-Equity Incentive Plan Compensation (\$)</u>	<u>All Other Compensation (\$)(6)</u>	<u>Total Compensation (\$)</u>
Michael P. Lavelle	2013	\$ 602,154	\$—	\$ —	\$ 69,861	\$ —	\$ 101,208	\$ 773,223
Chief Executive Officer(5)	2012	\$ 185,096	\$—	\$ 169,500	\$ 245,575	\$ —	\$ —	\$ 600,171
David N. Vander Ploeg	2013	\$ 362,308	\$—	\$ —	\$ —	\$ —	\$ —	\$ 362,308
Vice President and	2012	\$ 308,076	\$—	\$ 105,900	\$ 288,943	\$ —	\$ —	\$ 702,919
Chief Financial Officer	2011	\$ 317,308	\$—	\$ 399,840	\$ 169,378	\$ —	\$ —	\$ 886,526
Patrick T. Collins	2013	\$ 183,462	\$—	\$ 77,000	\$ 131,408	\$ —	\$ —	\$ 391,870
Senior Vice President, Sales(5)								

- (1) Base salary amounts reflect a two-week furlough in fiscal 2013, four-week furlough in fiscal 2012, and a two-week furlough in fiscal 2011 for the Named Executive Officers who were employed by the Company during those fiscal years.
- (2) These amounts reflect the grant date fair value of the stock awards granted during the indicated fiscal year, computed in accordance with FASB ASC Topic 718, *Compensation-Stock Compensation*. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to performance-based vesting conditions. The assumptions made in valuing the stock awards are included under the caption "Share-Based Compensation Expense" in Note 15 of the Notes to Consolidated Financial Statements in the Company's fiscal 2013 Annual Report on Form 10-K.

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- (3) The amounts for fiscal 2013 and 2012 reflect the grant date fair value of the restricted stock awards granted during the fiscal year, and the amounts for fiscal 2011 reflect the grant date fair value of NSU and restricted stock awards granted during those fiscal years. The Adjusted EPS performance metric associated with the fiscal NSU awards were reviewed on a quarterly basis by the Committee. The Company determined the Adjusted EPS metric for the fiscal 2011 NSU awards would not be attained by the Company and reversed the expense recognized in the second quarter of fiscal 2011.
 - (4) These amounts reflect the grant date fair value of the option awards granted during the indicated fiscal year, computed in accordance with FASB ASC Topic 718, *Compensation-Stock Compensation*. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions. The assumptions made in valuing the option awards are included under the caption "Share-Based Compensation Expense" in Note 15 of the Notes to Consolidated Financial Statements in the Company's fiscal 2013 Annual Report on Form 10-K.
 - (5) Mr. Lavelle was hired as President and Chief Executive Officer as of January 12, 2012. Mr. Collins was hired as Senior Vice President, Sales as of September 4, 2012.
 - (6) Includes \$101,208 of relocation benefits paid to Mr. Lavelle in fiscal 2013.

Employment Agreements

During fiscal 2013, the Company was party to an employment agreement with each of Mr. Lavelle and Mr. Vander Ploeg, and an offer letter with Mr. Collins. Material terms of these arrangements are described below.

The Company entered into an employment agreement with Mr. Lavelle effective January 12, 2012, the term of which would have lasted through June 30, 2015. The agreement provided for an annual base salary of \$625,000 (subject to increase at the discretion of the Board of Directors), and eligibility for participation in annual incentive bonus, long-term incentive compensation, retirement and welfare benefit plans offered by the Company to its senior executives. The agreement also provided for the grant of certain options and shares of restricted stock, all of which were cancelled in connection with the reorganization. The agreement contained confidentiality and non-compete provisions during the term of his employment and for a specified period of time thereafter. In the event Mr. Lavelle's employment was terminated without cause, under the agreement he would have been entitled to a severance payment equal to 12 months of base salary, payable in accordance with the normal Company payroll practices. If Mr. Lavelle was terminated without cause within 24 months of a change of control, under the agreement he would have been entitled to a severance payment of 24 months of base salary, payable in accordance with the normal Company payroll practices. Additionally, during any period of salary continuation described in the agreement, Mr. Lavelle and his family would have been entitled under the agreement to continue to be covered under all health insurance coverage of the Company at the then-effective cost sharing arrangement between Mr. Lavelle and the Company. The agreement did not provide for any additional rights if his employment would have been terminated for cause, death, disability or resignation, except for the right to receive any unpaid base salary, accrued time off or reimbursement of expenses to which he was entitled.

The Company entered into an employment agreement with Mr. Vander Ploeg effective April 21, 2008. The agreement had an initial term of three years, with automatic one year renewals, unless either party gives notice of non-renewal. The agreement provides for an annual base salary of \$330,000 (subject to increase at the discretion of the Board of Directors) and participation in an incentive bonus plan with a 50% of annual earned base salary target with a maximum opportunity of 100%. The agreement contains confidentiality and non-compete provisions that continue for 18 months after termination of employment. In the event Mr. Vander Ploeg's employment is terminated without cause, he is entitled to a severance payment equal to 12 months of base salary, payable in accordance with the normal Company payroll practices. Mr. Vander Ploeg will have no additional rights if his employment is terminated for cause, death, disability or resignation, except for the right to receive any unpaid base salary, accrued time off or reimbursement of expenses to which he is entitled.

Under the offer letter dated August 16, 2012 provided to Mr. Collins in connection with his employment with the Company, Mr. Collins's total compensation includes an initial base salary of \$300,000 per year;

participation in the Company's annual bonus plan and long-term equity incentive program. Mr. Collins received certain equity grants, which were terminated in connection with the reorganization. Mr. Collins will receive four weeks of paid time off and all benefits that the Company customarily provides to similarly situated employees. Should his employment be terminated for reasons other than cause, Mr. Collins will be eligible to receive one year of severance based on his salary at the date of termination, contingent on his agreement to customary covenants and conditions.

Outstanding Equity Awards. The following table provides information regarding options held at fiscal year-end by the Named Executive Officers:

Outstanding Equity Awards at April 27, 2013

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#) (3)(7)(8)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Shares, Units or Other Rights That Have Not Vested (#)(2)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)
Michael P. Lavelle	25,000	50,000(1)(10)	\$ 2.26	1/12/2022	75,000	\$ 7,500	—	\$ —
	—	250,000(1)(11)	\$ 2.26	1/12/2022				
	—	55,000(1)	\$ 2.87	6/15/2022				
David N. Vander Ploeg	35,000	0(1)(5)	\$29.48	5/5/2018	42,000	\$ 4,200	—	\$ —
	16,050	5,350(1)(4)	\$ 20.31	6/22/2019				
	12,500	12,500(1)(6)	\$ 19.04	6/28/2020				
	8,500	25,500(1)(9)	\$ 13.78	6/22/2021				
	10,000	20,000(1)(13)	\$ 3.53	4/2/2022				
	—	50,000(1)(12)	\$ 3.53	4/2/2022				
Patrick T. Collins	25,000	50,000(1)(14)	\$36.82	9/4/2022	27,500	\$2,750	—	\$ —

- (1) Represents unvested options that were not "in-the-money" based on the closing price of the Common Stock of \$0.10 as of April 27, 2013.
- (2) There were no remaining unearned NSU awards that were not vested at fiscal year-end.
- (3) Because the Company's three-year Adjusted Earnings Per Share ("EPS") for the fiscal 2009-2011 performance period was less than the threshold three-year average Adjusted EPS goal for the NSUs granted in fiscal 2009, no shares were earned under that grant. The Company's Adjusted EPS for fiscal 2010 was between the threshold and target Adjusted EPS goals for the NSUs granted in fiscal 2010. Therefore, a number of shares equal to 88% of the target payout were earned under the fiscal 2010 grant. These shares vested on June 22, 2012 for the recipients employed with the Company through that date. The Company's Adjusted EPS for fiscal 2011 was less than the threshold Adjusted EPS goal for the NSUs granted in fiscal 2011. Therefore, no shares were earned under the fiscal 2011 grant. No NSUs were granted in fiscal 2012 or fiscal 2013.
- (4) The options granted on June 22, 2009, with an expiration date of June 22, 2019, would have vested in four equal annual installments on June 22, 2010, June 22, 2011, June 22, 2012, and June 22, 2013, respectively.
- (5) The options granted on May 5, 2008, with an expiration date of May 5, 2018, vested in four equal annual installments on May 5, 2009, May 5, 2010, May 5, 2011, and May 5, 2012, respectively.
- (6) The options granted on June 28, 2010, with an expiration date of June 28, 2020, would have vested in four equal annual installments on June 28, 2011, June 28, 2012, June 28, 2013, and June 28, 2014, respectively.
- (7) Restricted shares awarded on June 28, 2010 would have vested 30% on June 28, 2013, an additional 30% on June 28, 2014 and the final 40% on June 28, 2015.

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- (8) Restricted shares awarded to Mr. Lavelle as of January 12, 2012 would have vested 33% on the first anniversary following his purchase of \$400,000 of Common Stock; 33% on the second anniversary of such purchase and 34% on the third anniversary of such purchase. Restricted shares awarded to Mr. Vander Ploeg as of April 2, 2012 would have vested 33% on the first anniversary of the award date, 33% on the second anniversary and 34% on the third anniversary.
 - (9) The options granted on June 22, 2011, with an expiration date of June 22, 2021, would have vested in four equal annual installments on June 22, 2012, June 22, 2013, June 22, 2014 and June 22, 2015, respectively.
 - (10) Stock options awarded to Mr. Lavelle as of January 12, 2012 would have vested 33% on the first anniversary following his purchase of \$400,000 of Common Stock; 33% on the second anniversary of such purchase and 34% on the third anniversary of such purchase.
 - (11) Stock options awarded to Mr. Lavelle as of January 12, 2012 would have vested 25% upon the achievement of an average stock price of \$5, \$10, \$15 and \$20, respectively. Regardless of the stock price targets for vesting purposes, no options were exercisable in the first year of employment, 33% would have become exercisable on each of the first three anniversaries of Mr. Lavelle's date of hire.
 - (12) Stock options awarded to Mr. Vander Ploeg on April 2, 2012 would have vested 50% each upon the achievement of an average stock price of \$5 and \$10, respectively. Regardless of the stock price targets for vesting purposes, no options were exercisable prior to the first anniversary of the grant date, then 33% become exercisable after each of the first three anniversary dates of their respective hire dates. However, Mr. Vander Ploeg would could not have exercised any of these stock options prior to his purchase of \$75,000 of Common Stock.
 - (13) Stock options awarded to Mr. Vander Ploeg on April 2, 2012 would have vested 33% on each of the first three anniversary dates of the grant date.
 - (14) Mr. Collins was awarded two stock options on September 6, 2012, each with an expiration date of September 4, 2022. The option to purchase 30,000 shares would have become exercisable on each of the first, second, third and fourth anniversaries of the grant date, and, following his purchase of \$115,000 of Common Stock, the option to purchase 75,000 shares would have vested 25% upon the achievement of an average stock price of \$5, \$10, \$15 and \$20, respectively; provided, however, that the option could not be exercised with respect to more than one-third of the underlying shares on each of the first three anniversaries of the date of grant.

Option Exercises. There were no options to acquire Common Stock exercised during fiscal 2013 by the Named Executive Officers.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE OF CONTROL

Potential Payments upon Termination by the Company

Under the employment agreement in effect for Mr. Lavelle as of January 12, 2012, upon termination of his employment without cause, Mr. Lavelle was eligible for a severance payment of 12 months of base salary as further quantified in the table below. In addition, Mr. Lavelle and his family would have continued to be covered under all health insurance coverage of the Company for a 12-month period at the then-effective cost sharing arrangement between Mr. Lavelle and the Company.

Pursuant to the terms of the Transition Agreement with Mr. Lavelle, the Company has agreed to make certain payments to Mr. Lavelle following the Separation Date, subject to Mr. Lavelle's execution of a waiver and release of claims on the Separation Date in favor of the Company and subject to Mr. Lavelle's compliance with certain continuing restrictive covenants in his employment agreement. In particular, the Company has agreed (i) to pay Mr. Lavelle's base salary for a period of six months following the Separation Date, (ii) to reimburse Mr. Lavelle for that portion of premiums paid by Mr. Lavelle to obtain continuation health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (also known as COBRA) equal to the Company's subsidy for health coverage for active employees with family coverage for a period of six months following the Separation Date, (iii) to reimburse Mr. Lavelle's reasonable legal fees, up to \$15,000, incurred in connection with the preparation, negotiation and execution of the Transition Agreement, and (iv) in the event the Company requests that Mr. Lavelle provide consulting services to the Company following the Separation Date, to pay certain fees for such consulting services to the extent Mr. Lavelle's consulting services require more than ten hours in any month.

Upon termination without cause, Mr. Vander Ploeg and Mr. Collins are eligible for a severance payment of 12 months of base salary as further quantified in the table below.

No payments are required to any Named Executive Officer upon termination for cause (in each case, as defined in the applicable agreement).

Potential Payments upon Retirement, Death or Disability

Executive officers are not eligible for any additional benefits upon retirement.

Potential Payments upon a Change of Control

Upon a change of control, Mr. Lavelle is eligible for a severance payment of 24 months of base salary as further quantified in the table below, only in the event Mr. Lavelle is terminated without cause within a two year period following a change of control. In addition, for a period of 24 months following a termination without cause following a change of control, Mr. Lavelle and his family will continue to be covered under all health insurance coverage of the Company at the then-effective cost sharing arrangement between Mr. Lavelle and the Company.

No other Named Executive Officers are entitled to salary continuation benefits upon a change of control. Any unvested equity awards granted to employees and non-employee directors would have vested upon a change of control.

The table below reflects the amounts that would have been payable to each of the Named Executive Officers of the Company had such person terminated his or her employment effective as of April 27, 2013. The actual amounts payable can only be determined at the time of an individual's separation from the Company.

Potential Payments Upon Termination or Change of Control

<u>Name and Benefit</u>	<u>Voluntary Termination</u>	<u>Retirement</u>	<u>Involuntary Not For Cause Termination</u>	<u>For Cause Termination</u>	<u>Change-in-Control(1)</u>	<u>Disability</u>	<u>Death</u>
Michael Lavelle							
Base Salary	\$ —	\$ —	\$ 625,000	\$ —	\$ 1,250,000	\$ —	\$ —
Equity Award Vesting acceleration(2)	\$ —	\$ —	\$ —	\$ —	\$ 7,500	\$ —	\$ —
David Vander Ploeg							
Base Salary	\$ —	\$ —	\$ 375,000	\$ —	\$ —	\$ —	\$ —
Equity Award Vesting acceleration(2)	\$ —	\$ —	\$ —	\$ —	\$ 4,200	\$ —	\$ —

- (1) Upon a change of control, Mr. Lavelle has the right to terminate his employment and is eligible for salary continuation through the remaining term of his employment contract. No other Named Executive Officers are entitled to salary continuation benefits upon a change of control. Any unvested equity awards granted to employees and non-employee directors would have vested upon a change of control, except with respect to the stock options awarded to Mr. Lavelle that were subject to minimum share price vesting requirements, the vesting of which would be accelerated only if and to the extent the consideration per share for the Company's common stock in a change of control were to exceed specified values.
- (2) The amounts shown reflect the accelerated vesting of unvested NSUs and restricted stock.

NON-EMPLOYEE DIRECTOR COMPENSATION

During fiscal 2013, the Compensation Committee Charter provided for the Committee to review the level and composition of compensation provided to non-employee members of the Board of Directors on a periodic basis, and to approve any changes. Such approval was required to be ratified by a majority of independent members of the Board of Directors.

The compensation program for non-employee directors was designed to both provide fair compensation for work required of directors of a company the size and complexity of School Specialty, Inc. and align the interests of directors with those of the Company's shareholders. Non-employee directors were compensated with a combination of both cash and equity-based compensation. The Committee's target for the equity component of the annual director compensation was at least 50 percent of the total annual director compensation.

In fiscal 2013, non-employee directors were paid an annual retainer of \$50,000 plus \$1,000 for each additional special meeting and committee meeting attended and are reimbursed for all out-of-pocket expenses related to their service as directors. The non-executive chairman was paid an additional annual retainer of \$50,000, and the Audit, Compensation, and Nominating and Governance Committee chairpersons were paid additional annual retainers of \$10,000, \$5,000 and \$5,000, respectively.

Non-employee directors were granted options under the Company's stock incentive plans to purchase 15,000 shares of Common Stock upon their initial election as members of the Board of Directors. During the June meeting of the Board of Directors each year, each non-employee director was awarded an annual grant under the Company's equity incentive plans which historically approximated at least \$65,000 in value. This

target amount of equity-based compensation was based on the Committee's estimate of the average annual cash compensation earned by the Company's directors, thus targeting a total compensation objective of approximately equal cash and equity components.

The Committee had targeted approximately one-half the value of this annual equity-based compensation to be granted in the form of stock options, and approximately one-half the value of this equity-based compensation to be granted in the form of NSUs. Stock options were granted at an exercise price equal to the fair market value on the date of grant and have three year, variable vesting schedules (20% after year one, 50% cumulative after year two, and 100% cumulative after year three). The NSUs were fully earned and vested after the one-year anniversary of the date of grant.

<u>Name</u>	<u>Fees Earned or Paid in Cash (\$)</u>	<u>Option Awards (\$)(1)</u>	<u>Stock Awards (\$) (1)(2)</u>	<u>Total (\$)</u>
Terry L. Lay	\$ 95,000	\$ 24,134	\$ 18,655	\$ 137,789
Edward C. Emma	\$ 41,500	\$ 24,134	\$ 18,655	\$ 84,289
Herbert A. Trucksess, III	\$ 72,750	\$ 24,134	\$ 18,655	\$ 115,539
Jacqueline F. Woods	\$ 50,250	\$ 24,134	\$ 18,655	\$ 93,039
Jonathan J. Ledecy	\$ 48,500	\$ 24,134	\$ 18,655	\$ 91,289
A. Jacqueline Dout	\$ 54,250	\$ 24,134	\$ 18,655	\$ 97,039
David J. Vander Zanden	\$ 39,500	\$ 24,134	\$ 18,655	\$ 82,289

- (1) The amounts reflect the dollar value of the compensation cost of options and NSUs granted during fiscal 2013, computed in accordance with FASB ASC Topic 718. The assumptions used in the computation of these amounts are included in Note 15 of the Notes to Consolidated Financial Statements in the Company's fiscal 2013, 2011 and 2012 Annual Reports on Form 10-K. As of April 27, 2013 each Director had outstanding options to purchase the following number of shares of Common Stock: Terry L. Lay: 67,500; Edward C. Emma: 57,500; Herbert A. Trucksess, III: 57,500; Jacqueline F. Woods: 57,500; Jonathan J. Ledecy: 67,500; A. Jacqueline Dout: 52,500, and David J. Vander Zanden: 608,300.
- (2) In June 2012, each non-employee director received 6,500 NSUs, which would have fully vested as of June 15, 2013.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

No member of the Compensation Committee during fiscal 2013, had ever been an officer of School Specialty or any of the Company's subsidiaries, and none of the Company's executive officers served on the compensation committee or the board of directors of any company of which any of the Company's directors is an executive officer.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

<u>Name and Address of Beneficial Owner</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Outstanding Shares (10)</u>
Michael P. Lavelle (1)	0	*
David N. Vander Ploeg (1)	0	*
Patrick T. Collins (1)	0	*
Justin Lu (1)	0	*
Madhu Satyanarayana (1)	0	*
James R. Henderson (1)	0	*
All executive officers and directors as a group (1)	0	*
Zazove Associates, LLC (2)(3) Zazove Associates, Inc. Gene T. Pretti 1001 Tahoe Blvd. Incline Village, NV 89451	313,598	31.4%
J. Goldman Master Fund, L.P.(2)(4) Palm Grove House, Box 438 Road Town, Tortola British Virgin Islands J. Goldman & Co., L.P. J. Goldman Capital Management, Inc. Jay G. Goldman 510 Madison Avenue New York, NY 10022	88,698	8.9%
Steel Excel Inc. (2)(5) 1133 Westchester Avenue, Suite N222 White Plains, NY 10604 Steel Partners Holdings L.P. SPH Group LLC SPH Group Holdings LLC Steel Partners Holdings GP Inc. 590 Madison Avenue, 32 nd Floor New York, NY 10022	75,593	7.6%
Wolverine Flagship Fund Trading Limited (2)(6) Wolverine Asset Management, LLC Wolverine Holdings, L.P. Wolverine Trading Partners, Inc. Christopher L. Gust Robert R. Bellick 175 West Jackson Blvd., Suite 200 Chicago, IL 60604	74,489	7.4%

<u>Name and Address of Beneficial Owner</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Outstanding Shares (10)</u>
Davis Selected Advisers, L.P. (2)(7) Davis Appreciation & Income Fund 2949 East Elvira Road, Suite 101 Tuscon, AZ 85756	71,383	7.1%
BulwarkBay Investment Group LLC (2)(8) Craig Carlozzi c/o BulwarkBay Investment Group LLC 15 Broad Street, 4th Floor Boston, Massachusetts 02109 Bulwark Bay Credit Opportunities Master Fund Ltd c/o Ogier Fiduciary Services (Cayman) Limited 89 Nexus Way Camana Bay Grand Cayman KY1-9007 Cayman Islands	65,226	6.5%
Scoggin International Fund, Ltd. (2)(9) Scoggin Worldwide Fund, Ltd. c/o Mourant Cayman Nominees, Ltd. Third Floor, Harbour Centre P.O. Box 1348 Grand Cayman Ky1-1108, Cayman Islands Scoggin Capital Management II LLC Scoggin LLC Old Bellows Partners LP Old Bell Associates LLC A. Dev Chodry Craig Effron Curtis Schenker 660 Madison Avenue New York, New York 10065	59,987	6.0%

* Less than 1% of the outstanding common stock.

- (1) On the Effective Date, all outstanding equity interests of the pre-reorganization Company, including all stock options and other equity interests, outstanding prior to the Effective Date were canceled.
- (2) On the Effective Date, the Company reincorporated in Delaware and issued a total of 1,000,004 shares of common stock of the reorganized Company to holders of certain allowed claims against the Debtors in exchange for such claims.
- (3) The parties have filed a Schedule 13D with the SEC reporting that as of June 11, 2013, they beneficially owned and had sole voting and dispositive power over 313,598 shares of common stock.
- (4) The parties have filed a Schedule 13D with the SEC reporting that as of June 11, 2013, the parties beneficially owned 88,698 shares of common stock, of which 1,828 shares (the "Managed Shares") were held in an account managed by Old Bellows Partners LP ("Old Bellows"), an affiliate of Scoggin LLC. As of June 11, 2013, the parties had sole voting and dispositive power over 86,870 shares and shared voting and dispositive power over the Managed Shares with Old Bellows. According to the filing, J. Goldman & Co., L.P. ("JGC") serves as a portfolio management company and investment adviser to J. Goldman Master Fund, L.P. ("Master Fund"), J. Goldman Capital Management, Inc. ("JGCM") serves as the general partner of JGC and Jay G. Goldman serves as the President of JGC and sole director of JGCM. As a result of such relationships, each of JGC, JGCM and Mr. Goldman may be deemed to beneficially own the shares of common stock owned by Master Fund.

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- (5) The parties have filed a Schedule 13D with the SEC reporting that as of June 11, 2013, the parties had shared voting and dispositive power over 75,593 shares of common stock. SPH Group Holdings LLC (“SPHG Holdings”) owns 51% of the outstanding shares of common stock of Steel Excel Inc.; Steel Partners Holdings L.P. (“Steel Holdings”) owns 99% of the membership interests of SPH Group LLC (“SPHG”); SPHG is the sole member of SPHG Holdings and the manager of SPHG Holdings; Steel Partners Holdings GP Inc. (“Steel Holdings GP”) is the general partner of Steel Holdings. Accordingly, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP may be deemed to beneficially own shares of common stock directly owned by Steel Excel Inc.; however, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP disclaims beneficial ownership of the 75,593 shares except to the extent of their pecuniary interest therein.
 - (6) The parties filed a Schedule 13G with the SEC on June 21, 2013. According to the report, as of June 11, 2013, Wolverine Flagship Fund Trading Limited (the “Fund”) beneficially owned 74,489 shares of common stock and all of the parties share voting and dispositive power over the shares. Wolverine Asset Management, LLC (“WAM”) is the investment manager of the Fund; Wolverine Holdings, L.P. (“Wolverine Holdings”) is the sole member and manager of WAM; Robert R. Bellick and Christopher L. Gust may be deemed to control Wolverine Trading Partners, Inc. (“WTP”). Each of Mr. Bellick, Mr. Gust, WTP, Wolverine Holdings and WAM disclaims beneficial ownership of the shares.
 - (7) The parties have filed a Schedule 13G with the SEC reporting that as of June 28, 2013, Davis Selected Advisers, L.P. (“Davis Advisers”) had sole voting and dispositive power over 71,383 shares of common stock and Davis Appreciation & Income Fund had shared voting and dispositive power over 69,205 shares of common stock. Davis Advisers is a registered investment adviser. According to the filing, all of the securities covered by the report are owned by Davis Advisers investment advisory clients and Davis Advisers disclaims beneficial ownership of such securities.
 - (8) The parties filed a Schedule 13G with the SEC reporting that as of June 11, 2013, the parties beneficially owned and had shared voting and dispositive power over 65,226 shares of common stock.
 - (9) The parties filed a Schedule 13G with the SEC reporting that as of June 11, 2013, Craig Effron and Curtis Schenker beneficially owned and had shared voting and dispositive power over 59,987 shares of common stock; Scoggin LLC beneficially owned 59,987 shares of common stock of which it had sole voting and dispositive power over 39,817 shares and shared voting and dispositive power over 20,170 shares; Scoggin International Fund, Ltd. beneficially owned and had sole voting and dispositive power over 21,124 shares of common stock; A. Dev Chodry, Old Bellows Partners LP and Old Bell Associates LLC each beneficially owned and had shared voting and dispositive power over 20,170 shares of common stock; Scoggin Capital Management II LLC beneficially owned and had sole voting and dispositive power over 18,693 shares of common stock; Scoggin Worldwide Fund, Ltd. beneficially owned and had sole voting and dispositive power over 18,342.
 - (10) Based on 1,000,004 shares of common stock outstanding as of June 11, 2013.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth certain information as of April 27, 2013 regarding shares of our common stock outstanding and available for issuance under our equity compensation plans – the Amended and Restated School Specialty, Inc. 1998 Stock Incentive Plan (the “1998 Plan”), the 2002 Stock Incentive Plan (the “2002 Plan”) and the 2008 Equity Incentive Plan (the “2008 Plan” and together with the 1998 Plan and the 2002 Plan, the “Equity Plans”).

Pursuant to the Reorganization Plan, on the Effective Date, all of the Equity Plans and related agreements evidencing awards granted under the Equity Plans were terminated.

Prior to its termination, under the 2008 Plan, we were permitted to grant stock options and other awards from time to time to employees, consultants, advisors and independent contractors of School Specialty and its subsidiaries, as well as non-employee directors and officers of School Specialty. No additional options were permitted to be granted under the 1998 Plan since its expiration on June 8, 2008, or under the 2002 Plan, since its expiration on June 11, 2012. The 1998 Plan was approved by the Company’s shareholders on August 29, 2000 and the 2002 Plan was approved by the shareholders on August 27, 2002. An amended and restated version of the

2002 Plan was approved by the shareholders on August 29, 2007. The 2008 Plan was approved by the shareholders on August 19, 2008.

<u>Plan Category</u>	<u>Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (3)</u>	<u>Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (4)</u>	<u>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in First Column)</u>
Equity compensation plans approved by security holders (1)	2,340,325	\$ 20.93	573,075
Equity compensation plans not approved by security holders (2)	255,000	\$ 3.10	0
Total	2,595,325	\$ 19.18	573,075

- (1) The aggregate number of shares of common stock authorized for issuance under the 2008 Plan was 2,000,000 shares, which were permitted to be treasury shares or authorized but unissued shares of common stock, or a combination of the two, and up to 1,500,000 of which were permitted to be granted in the form of incentive stock options. No individual was allowed receive options or stock appreciation rights for more than 250,000 shares in the aggregate during any calendar year. Additionally, no individual was allowed to receive non-vested stock units, or "NSUs," for more than 80,000 shares in the aggregate during any calendar year.
- (2) Amount shown represents shares subject to stock options awarded to Mr. Lavelle, Mr. Hughes and Ms. Pepper-Miller which, due to limitations under the 2008 Plan, were made as inducement grants.
- (3) Amounts shown include 12,848 shares subject to NSUs awarded to executive officers, and 14,100 shares subject to NSUs granted to directors.
- (4) Prices shown do not include shares subject to unvested NSUs.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Related Party Transactions

The Company's Audit Committee Charter provides that the responsibilities of the Audit Committee include a review and approval of all related party transactions with directors, executive officers, persons that are beneficial owners of more than 5% of the Company's common stock ("5% Holders"), members of their family and persons or entities affiliated with any of them. While the Audit Committee Charter does not provide specific procedures as to the review of related party transactions, the Audit Committee requires management to present to it at each quarterly meeting the details of any such transactions, and any such transactions are subject to review and evaluation by the Audit Committee based on the specific facts and circumstances of each transaction.

Each of the transactions described below occurred in connection with the Company's Chapter 11 bankruptcy proceedings and were approved by the Company's Board of Directors or were in accordance with the Reorganization Plan.

AD Hoc DIP Agreement

As discussed above under Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, on February 27, 2013, the Company entered into the Ad Hoc DIP Agreement by and among the Company, certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent and the lenders party thereto, which included certain of the 5% Holders and their affiliates. The Ad Hoc DIP Facility provided for a revolving credit facility of up to \$155 million. As discussed above, on the Effective Date, in accordance with the Reorganization Plan, the Ad Hoc DIP Agreement was terminated. Each

lender under the Ad Hoc DIP Agreement, including each of the 5% Holders and certain of their affiliates, received its pro rata share of the 65% of the shares of common stock of the reorganized Company that were distributed to the DIP lenders as of the Effective Date.

Convertible Subordinated Debentures

As discussed above, on the Effective Date, in accordance with the Reorganization Plan, the 2011 Debentures were canceled and the indenture under which the 2011 Debentures were issued was terminated. Each holder of the 2011 Debentures, including each of the 5% Holders and certain of their affiliates, received its pro rata share of the 35% of the shares of common stock of the reorganized Company allocated for such purpose.

New Term Loan Credit Agreement

As discussed under above under Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, on June 11, 2013, the Company entered into the New Term Loan Credit Agreement by and among the Company, Credit Suisse AG, as Administrative Agent and Collateral Agent, and the lenders party thereto.

Under the New Term Loan Credit Agreement, the lenders agreed to make a term loan to the Company in aggregate principal amount of \$145 million. The table below summarizes the commitment amount under the New Term Loan Credit Agreement of each of the 5% Holders and their affiliates that were parties thereto.

<u>Lender</u>	<u>Commitment Amount</u>
Zazove Aggressive Growth Fund, L.P.	\$ 2,700,000
Zazbond Master LLC	550,000
Zazove Convertible Securities Fund, Inc.	1,450,000
Zazove High Yield Convertible Securities Fund, L.P.	675,000
Steel Excel Inc.	10,000,000
Bulwarkbay Credit Opportunities	5,000,000

Director Independence

It was determined by the Board of Directors that as of August 1, 2013, Messrs. Satyanarayana and Lu were considered "independent" under the listing standards of NASDAQ without regard to the heightened independence standards for audit committee members with respect to Mr. Lu. Messrs. Henderson and Lavelle were determined not be independent and are considered inside directors.

Item 14. Principal Accountant Fees and Services.

Fees Paid to Independent Auditors

The following table presents fees for audit services rendered by Deloitte & Touche LLP for the audit of the Company's annual consolidated financial statements for the fiscal years 2013 and 2012, and fees billed by Deloitte & Touche for other services rendered during the same periods.

<u>Type of Fees</u>	<u>Fiscal 2013</u>	<u>Fiscal 2012</u>
Audit Fees	\$ 900,000	\$ 789,246
Audit-Related Fees	15,157	30,500
Tax Fees	184,620	373,723
All Other Fees	0	0
Total	<u>\$ 1,099,777</u>	<u>\$ 1,193,469</u>

In the above table, “audit fees” are fees the Company paid Deloitte for professional services for the audit of the Company’s consolidated financial statements included in its annual report on Form 10-K and the review of financial statements included in its quarterly reports on Form 10-Q, or for services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements. Services related to School Specialty’s compliance with Section 404 of the Sarbanes-Oxley Act of 2002 are included in audit fees for fiscal 2012. “Audit-related fees” are fees billed by Deloitte for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements. Audit-related services for fiscal 2013 included work related to the Company’s response to a SEC comment letter. “Tax fees” are fees for tax compliance, tax advice and tax planning. Tax-related services for fiscal 2013 and fiscal 2012 included tax return preparation and consulting.

The Audit Committee pre-approves all audit and non-audit work, including tax compliance and tax consulting, performed by Deloitte. However, the Audit Committee has delegated the approval of one category of non-audit services, post-closing accounting services related to School Specialty’s future acquisitions and dispositions, to the Chairman in the event it is not administratively expedient for the full Audit Committee to approve and authorize such services. In such case, the Chairman is required to make a report to the full Audit Committee at its next meeting. All audit and non-audit services provided by Deloitte during fiscal 2013 were pre-approved by the Audit Committee.

In performing all of the functions described above, the Audit Committee acts only in an oversight capacity. The Audit Committee does not complete its reviews of the matters described above prior to the Company’s public announcements of financial results and, necessarily, in its oversight role, the Audit Committee relies on the work and assurances of the Company’s management, which has the primary responsibility for the Company’s financial statements and reports and internal control over financial reporting, and of the independent auditors, who, in their report, express an opinion on the conformity of the Company’s annual financial statements to accounting principles generally accepted in the United States.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements (See Part II, Item 8).

Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of April 27, 2013 and April 28, 2012

Consolidated Statements of Operations for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011

Consolidated Statements of Comprehensive Income (Loss) for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011

Consolidated Statements of Shareholders' Equity (Deficit) for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011

Consolidated Statements of Cash Flows for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011

Notes to Consolidated Financial Statements

(a)(2) Financial Statement Schedule (See Exhibit 99.1).

Schedule for the fiscal years ended April 27, 2013, April 28, 2012 and April 30, 2011: Schedule II – Valuation and Qualifying Accounts.

(a)(3) Exhibits.

See (b) below

(b) Exhibits.

See the Exhibit Index, which is incorporated by reference herein

(c) Financial Statements Excluded from Annual Report to Shareholders.

Not applicable

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Document Description</u>
2.1	Plan of Merger entered into between School Specialty, Inc. a Wisconsin corporation and SSI Merger Sub Inc., a Delaware corporation, dated as of June 11, 2013, incorporated herein by reference to Exhibit 2.1 to School Specialty, Inc.'s Current Report on Form 8-K filed June 17, 2013.
3.1	Amended and Restated Certificate of Incorporation of School Specialty, Inc., as filed on June 11, 2013, incorporated herein by reference to Exhibit 3.1 to Amendment No. 1 to the Registration Statement on Form 8-A of School Specialty, Inc. filed June 11, 2013.
3.2	Bylaws of School Specialty, Inc., dated June 11, 2013, incorporated herein by reference to Exhibit 3.2 to Amendment No. 1 to the Registration Statement on Form 8-A of School Specialty, Inc. filed June 11, 2013.
10.1*	Employment Agreement dated November 5, 2002, effective September 1, 2002, between David J. Vander Zanden and School Specialty, Inc., incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended October 26, 2002.
10.2*	Employment agreement dated December 6, 2005 between Steven Korte and School Specialty, Inc., incorporated herein by reference to Exhibit 10.2 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended July 29, 2006.
10.3*	Employment agreement dated April 21, 2008 between David Vander Ploeg and School Specialty, Inc., incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Current Report on Form 8-K dated April 16, 2008.
10.4*	Amendment to Employment Agreement for David J. Vander Zanden, incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 24, 2009.
10.5*	Amendment to Employment Agreement for David N. Vander Ploeg, incorporated herein by reference to Exhibit 10.3 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 24, 2009.
10.6*	Amendment to Employment Agreement for Steven F. Korte, incorporated herein by reference to Exhibit 10.4 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 24, 2009.
10.7	Agreement between School Specialty, Inc. and MSD Capital, L.P., dated as of April 11, 2006, incorporated by reference to Exhibit 10.1 of School Specialty's Current Report on Form 8-K dated April 11, 2006.
10.8*	Employment agreement dated March 15, 2010 between Richmond Y. Holden and School Specialty, Inc., incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Current Report on Form 8-K dated March 5, 2010.
10.11*	Employment Agreement between School Specialty, Inc. and Michael P. Lavelle dated as of January 12, 2012, incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 28, 2012.
10.12*	Stock Option Agreement (Inducement Option) between School Specialty, Inc. and Michael P. Lavelle dated as of January 12, 2012, incorporated herein by reference to Exhibit 10.2 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 28, 2012.

<u>Exhibit Number</u>	<u>Document Description</u>
10.13*	Stock Option Agreement (Plan Option) between School Specialty, Inc. and Michael P. Lavelle dated as of January 12, 2012, incorporated herein by reference to Exhibit 10.3 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 28, 2012.
10.14*	Restricted Stock Agreement between School Specialty, Inc. and Michael P. Lavelle dated as of January 12, 2012, incorporated by reference to School Specialty, Inc.'s Current Report on Form 8-K dated as of January 12, 2012.
10.15*	Separation Agreement dated as of March 29, 2012 between School Specialty, Inc. and Steven F. Korte incorporated herein by reference to Exhibit 99.1 of School Specialty, Inc.'s Current Report on Form 8-K filed April 17, 2012.
10.16*	Separation Agreement dated as of April 4, 2012 between School Specialty, Inc. and Rachel P. McKinney incorporated herein by reference to Exhibit 99.1 of School Specialty, Inc.'s Current Report on Form 8-K filed April 12, 2012.
10.17*	Employment Agreement dated as of April 2, 2012 between School Specialty, Inc. and Gerald T. Hughes, incorporated herein by reference to Exhibit 10.22 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.18*	Stock Option Agreement (Time-based Inducement Option) between School Specialty, Inc. and Gerald T. Hughes, incorporated herein by reference to Exhibit 10.23 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.19*	Stock Option Agreement (Performance-based Inducement Option) between School Specialty, Inc. and Gerald T. Hughes, incorporated herein by reference to Exhibit 10.24 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.20*	Employment Agreement dated as of April 2, 2012 between School Specialty, Inc. and Kathryn Pepper-Miller, incorporated herein by reference to Exhibit 10.25 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.21*	Stock Option Agreement (Time-based Inducement Option) between School Specialty, Inc. and Kathryn Pepper-Miller, incorporated herein by reference to Exhibit 10.26 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.22*	Stock Option Agreement (Performance-based Inducement Option) between School Specialty, Inc. and Kathryn Pepper-Miller, incorporated herein by reference to Exhibit 10.27 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.23*	Form of named-executive officer NSU agreement under the Amended and Restated School Specialty, Inc. 2002 Stock Incentive Plan, incorporated herein by reference to Exhibit 10.28 of School Specialty, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 28, 2012.
10.24	Senior Secured Super Priority Debtor-in-Possession Credit Agreement dated as of January 31, 2013 by and among School Specialty, Inc., certain of its subsidiaries, Bayside Finance, LLC (as Administrative Agent and Collateral Agent), and the lenders party thereto.
10.25	Security and Pledge Agreement among the Grantors set forth therein and Bayside Finance, LLC, dated as of January 31, 2013.
10.26	Asset Purchase Agreement, dated as of January 28, 2013 by and among the Company, certain of its subsidiaries and Bayside School Specialty, LLC.
10.27	Amended and Restated Asset Purchase Agreement dated February 14, 2013 by and among the Company, certain of its subsidiaries and Bayside School Specialty, LLC.

<u>Exhibit Number</u>	<u>Document Description</u>
10.28	Debtor-in-Possession Credit Agreement dated as of January 31, 2013 by and among Wells Fargo Capital Finance, LLC, as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner, and GE Capital Markets, Inc., as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent, General Electric Capital Corporation, as Syndication Agent, the lenders party thereto, School Specialty, Inc. and certain of its subsidiaries.
10.29	Guaranty and Security Agreement among the Grantors set forth therein and Wells Fargo Capital Finance, LLC, dated as of January 31, 2013.
10.30	Amendment No. 1 to Debtor-in-Possession Credit Agreement dated as of February 27, 2013 by and among Wells Fargo Capital Finance, LLC, as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner, and GE Capital Markets, Inc., as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent, General Electric Capital Corporation, as Syndication Agent, the lenders party thereto, School Specialty, Inc. and certain of its subsidiaries, incorporated herein by reference to Exhibit 10.4 of School Specialty, Inc.'s Quarterly Report on Form 10-Q for the period ended January 26, 2013.
10.31	Amendment No. 2 to Debtor-in-Possession Credit Agreement dated as of April 12, 2013 by and among Wells Fargo Capital Finance, LLC, as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner, and GE Capital Markets, Inc., as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent, General Electric Capital Corporation, as Syndication Agent, the lenders party thereto, School Specialty, Inc. and certain of its subsidiaries.
10.32	Amendment No. 3 to Debtor-in-Possession Credit Agreement dated as of April 23, 2013 by and among Wells Fargo Capital Finance, LLC, as Administrative Agent, Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner, and GE Capital Markets, Inc., as Co-Collateral Agent, Co-Lead Arranger and Joint Book Runner and Syndication Agent, General Electric Capital Corporation, as Syndication Agent, the lenders party thereto, School Specialty, Inc. and certain of its subsidiaries.
10.33	Offer letter by and between School Specialty, Inc. and Patrick T. Collins, dated August 16, 2012.
10.34	Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of February 27, 2013 by and among School Specialty, Inc., certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent, and the lenders party thereto.
10.35	Security and Pledge Agreement dated as of February 27, 2013 by and among School Specialty, Inc., U.S. Bank National Association, et al.
10.36	Amendment No. 1 to Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of April 12, 2013 by and among School Specialty, Inc., certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent, and the lenders party thereto.
10.37	Amendment No. 2 to Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of May 3, 2013 by and among School Specialty, Inc., certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent, and the lenders party thereto.
10.38	Amendment No. 3 to Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of May 21, 2013 by and among School Specialty, Inc., certain of its subsidiaries, U.S. Bank National Association, as Administrative Agent and Collateral Agent, and the lenders party thereto.
10.39	Loan Agreement, dated June 11, 2013, by and among School Specialty, Inc. and certain of its subsidiaries, as borrowers, certain lenders party thereto, and Bank of America, N.A. as agent.
10.40	Credit Agreement, dated June 11, 2013, by and among School Specialty, Inc. and certain of its subsidiaries, as borrowers, certain lenders party thereto, and Credit Suisse AG, as Administrative Agent and Collateral Agent.

<u>Exhibit Number</u>	<u>Document Description</u>
10.41	Guarantee and Collateral Agreement dated as of June 11, 2013, among School Specialty, Inc., the guarantors party thereto, and Bank of America, N.A.
10.42	Guarantee and Collateral Agreement dated as of June 11, 2013, among School Specialty, Inc., the guarantors party thereto, and Credit Suisse AG, as Collateral Agent.
10.43	Credit Agreement dated as of May 22, 2012 among School Specialty, Inc. and the guarantors and lenders named therein, incorporated herein by reference to Exhibit 10.1 of School Specialty, Inc.'s Current Report on Form 8-K dated as May 25, 2012.
10.44	Guaranty and Security Agreement dated May 22, 2012 among School Specialty, Inc. and the Grantors set forth therein and Wells Fargo Capital Finance, LLC, incorporated herein by reference to Exhibit 10.2 of School Specialty, Inc.'s Current Report on Form 8-K dated as of May 25, 2012.
10.45	Credit Agreement dated as of May 22, 2012 among School Specialty, Inc. and Bayside Finance, LLC, incorporated by reference to Exhibit 10.3 the Company's Current Report on Form 8-K dated as of May 25, 2012.
10.46	Security and Pledge Agreement dated as of May 22, 2012 by and among School Specialty, Inc. and Bayside Finance, LLC, incorporated herein by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated as of May 25, 2012.
14.1	School Specialty, Inc. Code of Business Conduct/Ethics dated February 17, 2004, incorporated herein by reference to Exhibit 14.1 of School Specialty, Inc.'s Annual Report on Form 10-K for the period ended April 24, 2004.
21.1	Subsidiaries of School Specialty, Inc.
31.1	Rule13a-14(a)/15d-14(a) Certification, by Chief Executive Officer.
31.2	Rule13a-14(a)/15d-14(a) Certification, by Chief Financial Officer.
32.1	Section 1350 Certification by Chief Executive Officer.
32.2	Section 1350 Certification by Chief Financial Officer.
99.1	Schedule II—Valuation and Qualifying Accounts.
101	The following materials from School Specialty, Inc.'s Annual Report on Form 10-K for the year ended April 27, 2013 are furnished herewith, formatted in XBRL (Extensive Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statement of Operations, (iii) the Consolidated Statement of Comprehensive Income (Loss), (iv) the Consolidated Statements of Shareholders' Equity (Deficit), (v) the Consolidated Statement of Cash Flows, and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text.

* Management contract or compensatory plan or arrangement.

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of January 31, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,

and

PREMIER AGENDAS, INC.,

as Borrowers,

SELECT AGENDAS, CORP.,

FREY SCIENTIFIC, INC.,

and

SAX ARTS & CRAFTS, INC.,

as Guarantors,

THE LENDERS,

as defined herein,

and

BAYSIDE FINANCE, LLC,
as Administrative Agent and as Collateral Agent

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**SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

This Senior Secured Super Priority Debtor-in-Possession Credit Agreement is dated as of January 31, 2013, and is entered into by and among SCHOOL SPECIALTY, INC., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc. a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc. and Sax Arts & Crafts, Inc., each a Delaware corporation, each as a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor hereunder and party hereto from time to time in accordance with Section 5.11, each of the lenders appearing on the signature pages hereof, together with such other lenders as may from time to time become a party to this Agreement pursuant to the terms and conditions of Article VIII hereof (collectively, the "Lenders"), and Bayside Finance, LLC, a Delaware limited liability company ("Bayside"), in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"), and in its separate capacity as collateral agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent" and, collectively with the Administrative Agent, the "Agent").

RECITALS:

A. The Borrowers and Guarantors (other than Select Agendas, Corp.) have commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

B. Prior to the commencement of the Chapter 11 Cases, Prepetition Term Loan Lenders made loans and advances and provided other financial or credit accommodations to Borrowers secured by substantially all assets and properties of such Borrowers and the Guarantors as set forth in the Prepetition Term Loan Documents.

C. The Bankruptcy Court has entered an Interim Order pursuant to which Administrative Agent and Lenders may make post-petition loans and advances, and provide other financial accommodations, to Borrowers secured by substantially all the assets and properties of the Obligors as set forth in the Interim Order or Final Order, as applicable, and this Agreement.

D. The Interim Order or Final Order, as applicable, provides that as a condition to the making of such post-petition loans, advances and other financial accommodations, Borrowers shall execute and deliver this Agreement.

E. Borrowers have requested that Administrative Agent and Lenders make post-petition loans and advances and provide other financial accommodations to Borrowers, and Administrative Agent and Lenders are willing to do so, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in the preamble have the meanings therein assigned to them;
- (b) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (c) The following terms have the meanings given to them in the applicable UCC: “commodity account”, “commodity contract”, “commodity intermediary”, “deposit account”, “entitlement holder”, “entitlement order”, “equipment”, “financial asset”, “general intangible”, “goods”, “instruments”, “investment property”, “money”, “securities account”, “securities intermediary” and “security entitlement”;
- (d) titles of articles, sections, clauses, exhibits, schedules and annexes contained in any Loan Document are without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto;
- (e) the terms “herein”, “hereof” and similar terms refer to this Agreement as a whole;
- (f) in the computation of periods of time from a specified date to a later specified date in any Loan Document, the terms “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including”;
- (g) in any other case, the term “including” when used in any Loan Document means “including without limitation”;
- (h) the term “documents” means all writings, however evidenced and whether in physical or electronic form, including all documents, instruments, agreements, notices, demands, certificates, forms, financial statements, opinions and reports;
- (i) the term “incur” means incur, create, make, issue, assume or otherwise become directly or indirectly liable in respect of or responsible for, in each case whether directly or indirectly, and the terms “incurrence” and “incurred” and similar derivatives shall have correlative meanings;
- (j) all references to a time of day shall refer to such time of day in New York;
- (k) references in this Agreement to an Exhibit, Schedule, Article, Section or clause refer to the appropriate Exhibit or Schedule to, or Article, Section or clause in, this Agreement;
- (l) references in any Loan Document, to (A) any agreement shall include, without limitation, all exhibits, schedules, appendixes and annexes to such agreement and, unless the prior consent of any Secured Party required therefor is not obtained, or such modification or replacement is not permitted under this Agreement, any modification to any term of such agreement and any replacement thereof, (B) any statute shall be to such statute as modified from time to time and to any successor legislation thereto, in each case as in effect at the time any such reference is operative;

(m) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP (except for the term “property”, which shall be interpreted as broadly as possible, including, in any case, cash, securities, other assets, rights under contractual obligations and Permits and any right or interest in any property, the terms “property” and “assets” to have the same meaning);

(n) all accounting terms, unless otherwise specified, shall be deemed to refer to Persons and their Subsidiaries on a consolidated basis in accordance with GAAP; and

(o) [Reserved]

“2011 Convertible Subordinated Debenture Documents” means the 2011 Convertible Subordinated Debentures, the 2011 Convertible Subordinated Debenture Indenture and all other documents, instruments and agreements relating thereto, in each case amended, modified and supplemented from time to time in accordance with the provisions of this Agreement.

“2011 Convertible Subordinated Debenture Indenture” means the Indenture dated as of March 1, 2011 between the Administrative Borrower and The Bank of New York Mellon Trust Company, N.A., as amended, modified and supplemented from time to time in accordance with the provisions of this Agreement.

“2011 Convertible Subordinated Debentures” means those 3.75% Convertible Subordinated Debentures of the Administrative Borrower due 2026.

“ABL DIP Agent” means, collectively, the administrative agent and the co-collateral agents under the ABL DIP Credit Agreement, or any of them, as the context may require.

“ABL DIP Credit Agreement” means the Senior Secured Debtor-In-Possession Credit Facility, dated as of the date hereof, by and among the borrowers and guarantors named therein, Wells Fargo Capital Finance, LLC, as agent, and the lenders party thereto from time to time, as amended from time to time.

“ABL DIP Credit Agreement Availability” means, as of any date of determination, the amount that Borrowers are entitled (after taking into account borrowing base limits and other requisite conditions to borrowing) to borrow as additional ABL DIP Credit Loans under Section 2.1 of the ABL DIP Credit Agreement (after giving effect to the then outstanding ABL DIP Credit Obligations, it being understood that the ABL DIP Credit Agreement Availability shall in any event not exceed the excess, if any, of the Stated Borrowing Base then in effect (such Stated Borrowing Base not to exceed \$175,000,000 in any event) over the amount of outstanding ABL DIP Credit Obligations), or as additional revolving loans under the applicable provisions of any permitted refinancing thereof in accordance with clause (e) of the definition of “Permitted Debt”; provided, that the borrowing base limits for purposes of such determination (including without limitation all applicable advance rates, eligibility requirements, and specified reserves (including without limitation the Landlord Reserve, if any, for each location for which a satisfactory collateral access agreement has not been obtained)) shall be those set forth in the ABL DIP Credit Agreement as in effect on the date hereof and applied in a manner consistent with the Borrowing Base Certificate delivered to the Administrative Agent as of the date hereof (for the avoidance of doubt, without giving effect, for purposes of calculating the ABL DIP Credit Agreement Availability hereunder, to (i) any revisions of “excluding criteria” (as permitted in the ABL DIP Agent’s Permitted Discretion within the proviso of each definition of Eligible Accounts and Eligible Inventory in the ABL DIP Credit Agreement) that cause ineligible Accounts and ineligible Inventory to be Eligible Accounts or Eligible Inventory or (ii) any reductions in the amounts of Lien Priority Reserves (as defined in the Intercreditor

Agreement (as in effect on the date hereof)) unless in the ABL DIP Agent's Permitted Discretion (as defined in the ABL DIP Credit Agreement) such reductions reflect the reduction of the amount of the claim secured by the applicable Lien having priority superior to the priority of the Lien in favor of the ABL DIP Agent on the ABL DIP Credit Priority Collateral, on account of which the Lien Priority Reserve was applied).

“ABL DIP Credit Commitment” means, with respect to each ABL DIP Credit Lender, the obligation of such ABL DIP Credit Lender to make ABL DIP Credit Loans and participate in the Letters of Credit, as contemplated by and pursuant to the ABL DIP Credit Agreement, or the aggregate amount of such obligation as in effect from time to time, as the context may require.

“ABL DIP Credit Documents” means, collectively, (i) the ABL DIP Credit Agreement and (ii) each other Loan Document (as defined therein).

“ABL DIP Credit Lender” means all lenders party to the ABL DIP Credit Agreement having Revolving Commitments, or holding outstanding ABL DIP Credit Loans, under the ABL DIP Credit Agreement

“ABL DIP Credit Loans” means the ABL DIP Credit Loans made by the lenders under the ABL DIP Credit Agreement to the Borrowers pursuant to the ABL DIP Credit Agreement.

“ABL DIP Credit Obligations” means the ABL DIP Credit Loans, all LC Obligations and all other “Obligations” under and as defined in ABL DIP Credit Agreement.

“ABL DIP Credit Priority Collateral” means “ABL Priority Collateral” under and as defined in the Intercreditor Agreement.

“Accelerated Learning Business” means the Accelerated Learning Business Segments, collectively and taken as a whole.

“Accelerated Learning Business Segments” means the collective reference to, and individually any one of, (i) the Delta Business, (ii) Reading Business, (iii) Health Business, and (iv) Planner Business.

“Acceptable Cash Management System” has the meaning set forth in Section 5.12.

“Account Debtor” means any Person who is obligated on an Account, chattel paper, or a general intangible.

“Accounts” means all “accounts,” as such term is defined in the UCC, now owned or hereafter acquired by any Obligor, including (a) all accounts receivable, other receivables, rentals, book debts and other forms of obligations (other than, except in the case of rentals, forms of obligations evidenced by chattel paper or instruments), (including any such obligations that may be characterized as an account or contract right under the UCC), (b) all of each Obligor's rights in, to and under all purchase orders or receipts for goods or services, (c) all of each Obligor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to any Obligor for property Disposed of, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Obligor or in connection with any other transaction (whether or not yet earned by performance on the part of such Obligor), and (e) all collateral security of any kind, now or hereafter in existence, given by any Account Debtor or other Person with respect to any of the foregoing.

“Additional Mortgaged Property” has the meaning set forth in Section 5.11.

“Adequate Protection Obligations” shall mean “Adequate Protection Liens” as defined in the Interim Order or the Final Order, as applicable, 507(b) Claims (as defined in the Interim Order or the Final Order, as applicable) and Adequate Protection Payments.

“Adequate Protection Payments” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Administrative Agent” has the meaning set forth in the Preamble to this Agreement.

“Administrative Agent Fee Agreement” means the Administrative Agent Fee Agreement, dated as of the date hereof, between the Administrative Borrower and, inter alia, the Administrative Agent.

“Administrative Borrower” has the meaning set forth in the Preamble to this Agreement.

“Adjustment Date” has the meaning set forth in Section 8.12.

“Affiliate” means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, twenty percent (20%) or more of a Person, (b) each Person that Controls, is Controlled by or is under common Control with such Person, (c) each of such Person’s, officers, directors, joint venturers and partners and (d) the family members, spouses and lineal descendants of any of the foregoing. “Control” (and variations thereof, such as “Controlled”) of or with respect to a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term “Affiliate” shall in no event include the Agent or a Lender.

“Agent” has the meaning set forth in the Preamble to this Agreement.

“Agent Expenses” means (a) all reasonable costs and expenses (including taxes, and insurance premiums) required to be paid by an Obligor under any of the Loan Documents that are paid, advanced, or incurred by the Agent (for the sake of clarity, including both the Administrative Agent and the Collateral Agent, individually or collectively) or its Affiliates, (b) all reasonable fees or charges paid or incurred by the Agent or its Affiliates in connection with the Secured Parties’ transactions with any Obligors, including reasonable fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, litigation, and UCC searches and including searches with the applicable jurisdictions’ patent and trademark office and/or copyright office), filing, recording, publication, Appraisals, real estate surveys (including each Survey), real estate title policies and endorsements (including each Mortgage Policy), and environmental audits, and all other reasonable fees and charges associated with any the Mortgages and related matters, (c) all reasonable out-of-pocket costs and expenses incurred by the Agent in the disbursement of funds to any Obligor or Secured Parties (by wire transfer or otherwise), (d) all reasonable out-of-pocket charges paid or incurred by the Agent resulting from the dishonor of checks payable by or to any Obligor, (e) all out-of-pocket costs and expenses paid or incurred by the Agent (including attorney fees) to correct any default or enforce any provision of the Loan Documents, or after the occurrence of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (f) all reasonable out-of-pocket fees and expenses (including travel, meals, and lodging) of the Agent, its Affiliates and/or its representatives, consultants, advisors or agents related to any inspections, examinations or audits of Obligors or the Collateral, (g) all out-of-pocket costs and expenses of third party claims or any other suit

paid or incurred by the Agent (including attorney fees) in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or the Secured Parties' relationship with any Obligor, (h) the Agent's or its Affiliates' reasonable costs and expenses (including reasonable attorneys' and consultants' fees) incurred in advising, structuring, drafting, negotiating, reviewing, executing, interpreting, administering (including travel, meals, and lodging and reasonable fees, costs and expenses incurred in connection with Intralinks[®] or any other Platform), or syndicating, or modifying any term of or terminating any of, the Loan Documents, any commitment or proposal letter therefor, any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein (including, without limitation, any fees, costs or expenses paid or incurred by the Agent (or its Affiliates) with respect to any third party service providers (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses)), and (i) the Agent's costs and expenses (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses) incurred in amending, terminating, enforcing (including reasonable attorneys', accountants', consultants', and other agents' and advisors' fees and expenses incurred in connection with a "workout," a "restructuring," or an insolvency proceeding concerning any Obligor, or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit is brought, or in taking any remedial action concerning the Collateral, or in commencing, defending, conducting, intervening in, or taking any other action with respect to, any proceeding (including any bankruptcy or insolvency proceeding) related to any Group Member, Loan Document, Obligation or Related Transaction (or the response to and preparation for any subpoena or request for document production relating thereto).

"Agent Firm" has the meaning set forth in Section 8.15.

"Agent's Liens" means the Liens granted by Obligors to the Collateral Agent under the Loan Documents.

"Agreement" means this Senior Secured Super Priority Debtor-in-Possession Credit Agreement, as it may be modified, supplemented, amended or restated from time to time.

"Anti-Terrorism Law" means any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, the International Economic Emergency Powers Act, the Trading with the Enemy Act, or any other statute, executive order or other authority administered by the Office of Foreign Assets Control in the United States Department of the Treasury.

"APA Closing Date" has the meaning ascribed to the term "Closing Date" in the Asset Purchase Agreement.

"Applicable Law" means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, license, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"Applicable Margin" means, in respect of any date, 14.0% per annum.

"Applicant" has the meaning set forth in Section 8.12.

“Application Event” means the occurrence of any Event of Default and the exercise thereupon by the Administrative Agent of any of the remedies described in Section 7.2.

“Appraisal” means any appraisal acceptable to the Administrative Agent of Collateral, delivered to the Administrative Agent in connection herewith.

“Approved Budget” means the initial budget (a copy of which is attached as Exhibit H), approved by the Borrowers and Administrative Agent prior to commencement of the Chapter 11 Cases, projecting operations for the ensuing six-month period and including, without limitation, (i) a thirteen-week cash flow forecast, (ii) a six-month consolidated balance sheet, income statement and statement of cash flows, and (iii) income statements by Business Segment; such thirteen-week cash flow forecast to be updated (in substantially the same format as the prior thirteen-week cash flow forecast) monthly by Borrowers in accordance with Section 5.1(y), submitted to Administrative Agent and, upon acceptance by the Administrative Agent in its sole discretion, the prior Approved Budget, as modified by the updated thirteen-week cash flow forecast shall constitute the then Approved Budget.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Asset Purchase Agreement” mean the Asset Purchase Agreement, dated as of January 28, 2013, among Bayside School Specialty, LLC, School Specialty, Inc. and the other sellers named therein.

“Assignee” means an Applicant to whom all or a portion of the rights of a Lender have been assigned pursuant to and in accordance with Section 8.12.

“Assignment” means the assignment of all or a portion of the rights of a Lender to an Assignee pursuant to and in accordance with Section 8.12.

“Assignment Certificate” has the meaning set forth in Section 8.12.

“Availability” means, with respect to any fiscal week, an amount equal to (i) the amount labeled as “Ending Funded Balance” shown on the accepted thirteen-week cash flow forecast under the Approved Budget for the fiscal week in which a Notice of Borrowing is delivered *minus* (ii) the principal amount of the Revolving Loan outstanding as of the last day of the prior fiscal week.

“Available Net Assets” has the meaning set forth in Section 9.4.

“Avoidance Actions” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Bank Product” means any one or more of the following financial products or accommodations extended to School Specialty or its Subsidiaries: (a) credit cards (including commercial credit cards (including so-called “procurement cards” or “P-cards”)), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) cash management services, or (f) transactions with respect to Rate Hedging Obligations, Commodity Hedging Obligations, FX and Currency Option Obligations.

“Bank Product Agreements” means those agreements entered into from time to time by School Specialty or its Subsidiaries in connection with the obtaining of any Bank Products.

“Bankruptcy Code” means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. Section 101, et seq.) as now and hereafter in effect, or any applicable successor statute.

“Bankruptcy Court” means the United States Bankruptcy Court in the District of Delaware.

“Base LIBOR Rate” has the meaning set forth in the definition of “LIBOR Rate”.

“Bayside” has the meaning set forth in the Preamble to this Agreement.

“Bayside Sale” means a sale pursuant to Section 363 of the Bankruptcy Code of all or substantially all of the assets of the Borrowers to the Agent or one or more affiliates thereof.

“Bidding Procedures Order” has the meaning set forth in the Asset Purchase Agreement.

“Blocked Person” has the meaning set forth in Section 4.23(b).

“Borrowers” has the meaning set forth in the Preamble to this Agreement.

“Borrowing Base Certificate” means a borrowing base certificate of the Administrative Borrower required pursuant to the ABL DIP Credit Agreement, certified on behalf of the Administrative Borrower by its chief financial officer or chief executive officer.

“Business Day” means any day other than a Saturday or Sunday on which national banks are required to be open for business in New York, and, in addition, if such day relates to the fixing of a LIBOR Rate, a day on which dealings in U.S. dollar deposits are carried on in the London interbank eurodollar market.

“Business Segment Financial Statements” means the consolidated and consolidating monthly, quarterly and annual financial statements, including, in the case of clauses (w), (x) and (y) below, balance sheets, income statements, and statements of capital expenditures, retained earnings and shareholders’ equity, and Product Development Expense, and (in the case of clause (z) below) statements of revenue, gross margin, capital expenditures, and Product Development Expense, in any event in no less a level of detail than the financial statements provided to the Agent prior to the Closing Date, reflecting the performance of (w) the Accelerated Learning Business (accompanied by reconciling information in detail reasonably satisfactory to the Agent for any Reconcilable Inclusions with respect to the Accelerated Learning Business), (x) the Educational Resources Business, (y) each Business Segment on a standalone basis (accompanied, in the case of the Planner Business, by reconciling information in detail reasonably satisfactory to the Agent for any Reconcilable Inclusions with respect to the Planner Business), and (z) each Delta Business Sub-Segment on a standalone basis.

“Business Segments” means, collectively, each Accelerated Learning Business Segment and each Educational Resources Business Segment.

“Capital Adequacy Rule” has the meaning set forth in Section 2.12(b)(ii).

“Capital Adequacy Rule Change” has the meaning set forth in Section 2.12(b)(iii).

“Capital Expenditures” means, for any period, the aggregate of all expenditures by the Borrowers and the other Obligors during such period that are capital expenditures as determined on a consolidated basis in accordance with GAAP, whether such expenditures are paid in cash or financed.

“Capitalized Lease Liabilities” of any Person means all monetary obligations of such Person under any leasing or similar arrangement that, in accordance with GAAP, would be classified as a capitalized lease, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

“Carson-Dellosa Drag-Along Sale” means a Disposition of the entirety of the Obligors’ Equity Interests in Carson-Dellosa Publishing, LLC pursuant to the exercise by the CJE Members (as defined in the Operating Agreement of Carson-Dellosa Publishing, LLC) of their drag-along rights (under and pursuant to Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC) so as to require the Obligors to Dispose of such Equity Interests in accordance with the terms of Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC.

“Carve-Out” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Cash Dominion Event” means the occurrence of any of the events of circumstances described in clauses (i) through (iv) of the definition of “Triggering Event” in the Intercreditor Agreement (as in effect on the date hereof).

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 180 days from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States, or any political subdivision of any such state or any public instrumentality thereof maturing within 180 days from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor’s Rating Group or Moody’s Investors Service, Inc., (c) certificates of deposit, time deposits, overnight bank deposits or bankers’ acceptances maturing within 180 days from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$250,000,000, (d) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (c) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, and (e) repurchase obligations of any commercial bank satisfying the requirements of clause (c) of this definition or recognized securities dealer having combined capital and surplus of not less than \$250,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (c) above.

“Cash Management Account” means all of the depository and operating accounts of the Borrowers, including those specified on Schedule 4.15, as it may be hereafter supplemented and amended, all of which accounts shall be subject to a Control Agreement in favor of the Collateral Agent.

“CERCLA” means the United States Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.).

“CFC” means a controlled foreign corporation (as that term is defined in the IR Code).

“Change of Control” means (a) an event or series of events by which:

(i) any “person” or “group” (as such terms are used in Section 13(d) and 14 (d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the “beneficial owner” (as defined in Rules 13-d and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed

to have “beneficial ownership” of all Equity Interests that such person or group has the right to acquire (such right, an “option right”), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of thirty-five percent (35%) of the Equity Interests of the Administrative Borrower entitled to vote for members of the board of directors or equivalent governing body of the Administrative Borrower on a fully diluted basis (and taking into account all such securities that such person or group has the right acquire pursuant to any option right); or

(ii) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Administrative Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period or whose election or nomination to that board or equivalent governing body was approved by individuals referred to in this clause (i) constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (ii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority vote of the board or equivalent governing body (excluding, in the case of any member of the board of directors other than any member in office on the Closing Date, any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors); and

(b) any “Change in Control” or “Fundamental Change” or analogous event to similar effect (as such term, or any analogous term to similar effect or use, is defined in the ABL DIP Credit Documents or in any agreement governing any Debt that is subordinated or junior to the Obligations or any similar term or event thereunder) shall occur.

“Chapter 11 Cases” means the Chapter 11 Cases of Borrowers which are being jointly administered under the Bankruptcy Code and are pending in the Bankruptcy Court.

“Closing Date” means the first date practicable following the entry of the Interim Order by the Bankruptcy Court expected to be on or prior to January 31, 2013; provided that all of the conditions precedent to the closing of the transactions contemplated hereby are satisfied or waived in accordance with Section 3.1 and Section 3.2.

“Closing Fee” has the meaning set forth in Section 2.10(h).

“Code” means the New York Uniform Commercial Code, as in effect from time to time.

“Collateral” means all assets and interests in assets and proceeds and products thereof now owned or hereafter acquired by any Obligor including, without limitation, all capital stock and other ownership interests (except that only 65% of the capital stock of CFCs would be required to be pledged if the pledge of a greater percentage would result in material adverse tax consequences), all promissory notes and the proceeds and products of each of the foregoing and, and, upon the entry of the Final Order, proceeds of all Avoidance Actions.

“Collateral Agent” has the meaning set forth in the Preamble to this Agreement.

“Collateral Access Agreement” means a waiver, subordination or acknowledgement agreement from (a) any lessor of any real property where any Obligor’s books and records relating to the Collateral are located, or (b) any other Person in possession of, having a Lien upon, or having rights or interests in, any Obligor’s property or assets (including, without limitation, books and records, equipment, and Inventory), in each case, in form and substance reasonably satisfactory to the Administrative Agent.

“Commitment Fees” has the meaning set forth in Section 2.10(i).

“Commitments” means the Term Commitments and Revolving Commitments, or any of them.

“Committees” means, collectively, the official committee of unsecured creditors and any other committee formed, appointed or approved in any Chapter 11 Case.

“Commodity Hedging Obligations” means any and all obligations of the Group Members under (a) any and all agreements, devices or arrangements designed to protect any Group Member from the fluctuations of commodity prices, commodity price cap or collar protection agreements, and commodity forward and future contracts, swaps, options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Communications” has the meaning set forth in Section 10.3(b).

“Compliance Certificate” means a certificate in the form of Exhibit A, duly completed and signed by the chief executive officer or the chief financial officer of the Administrative Borrower.

“Consigned Goods” has the meaning set forth in Section 5.13.

“Constituent Documents” means, with respect to any Person, collectively and, in each case, together with any modification of any term thereof, (a) the articles of incorporation, certificate of incorporation, constitution or certificate of formation of such Person, (b) the bylaws, operating agreement or joint venture agreement of such Person, (c) any other constitutive, organizational or governing document of such Person, whether or not equivalent, and (d) any other document setting forth the manner of election or duties of the directors, officers or managing members or comparable managers of such Person or the designation, amount or relative rights, limitations and preferences of any Equity Interests of such Person.

“Consultant” has the meaning set forth in Section 7.2.

“Contingent Obligation” means any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt, lease, dividend or other obligation (“primary obligations”) of another obligor (“primary obligor”) (excluding the guarantee of operating leases) in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligations of such Person to pay a specified purchase price for goods or services, whether or not delivered or accepted (i.e., take-or-pay and similar obligations) or regardless of any other nonperformance by any other party to an agreement (except trade accounts payable arising in the ordinary course of business that are not past due by more than sixty (60) days from the due date); and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth solvency or any other financial condition of the primary obligor, (iv) to advance funds to, or purchase property or services from, any other Person in order to maintain any financial condition of such Person, or (v) otherwise for the purpose of assuring the ability of the primary obligor to perform a primary obligation or to assure or hold harmless the holder of any primary obligation against loss in respect thereof; *provided* that reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn shall not constitute Contingent Obligations. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

“Control” has the meaning set forth in the definition of “Affiliate”.

“Control Agreement” means a control agreement, in form and substance satisfactory to the Administrative Agent, executed and delivered by the applicable Obligor, the Collateral Agent, and the applicable securities intermediary (with respect to a securities account) or bank (with respect to a deposit account, including a Cash Management Account).

“Control Person” has the meaning set forth in Section 4.19.

“Controlled Group” means the Administrative Borrower, each of its Subsidiaries and each other Person required to be aggregated with the Administrative Borrower under Section 414(b), (c), (m) or (o) of the IR Code.

“Copyright Security Agreement” means a Copyright Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Debt” of any Person means, without duplication:

- (a) all indebtedness and other obligations of such Person for borrowed money (including the Loans) whether senior or subordinated;
- (b) all obligations of such Person evidenced by bonds, debentures, notes, reimbursement agreements, recourse agreements or other similar instruments;
- (c) all obligations of such Person to pay the deferred purchase price of property or services (including, without limitation, accounts payable), except trade accounts payable arising in the ordinary course of business that are not past due by more than sixty (60) days from the due date;
- (d) all Capitalized Lease Liabilities and Synthetic Lease Liabilities and Sale/Leaseback Liabilities of such Person;
- (e) all obligations or other liabilities of others secured by a Lien on any asset of such Person, whether or not such obligations or other liabilities are assumed by such Person;
- (f) all Debt of others guaranteed (or intended to be guaranteed) by such other Person (whether directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse);
- (g) any exposure under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the applicable Hedge Agreement were terminated on the date of determination);
- (h) reimbursement and other obligations with respect to letters of credit and other documentary credits, bankers acceptances and/or other financial products whether drawn or undrawn, contingent or otherwise (other than reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn);
- (i) indebtedness and other obligations attributable to factoring, securitization or analogous transactions;
- (j) all contingent or unfunded liabilities under any ERISA Plan, Pension Plan or other employee benefit plan or pension;
- (k) Disqualified Equity Interests of such Person; and
- (l) all Contingent Obligations of such Person not otherwise described above.

For purposes of this definition, (i) the amount of any Debt represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Debt, and (ii) the amount of any Debt which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

“Default” means an event that, with giving of notice or passage of time or both, would constitute an Event of Default.

“Defaulting Lender” has the meaning set forth in Section 2.19.

“Default Rate” has the meaning set forth in Section 2.3.

“Delta Business” means the Delta Business Sub-Segments collectively and taken as a whole.

“Delta Business Sub-Segments” means the collective reference to, and individually any one of, (i) Delta/FOSS, (ii) Frey Scientific, and (iii) Other Science Products.

“Delta/FOSS” means the Delta and Refurbishment marketing units that are a sub-segment of the Delta Business that offers an inquiry-based elementary and middle school science curriculum, including instructional and classroom resources and hands-on investigation materials, the Delta Science Module program, the FOSS (Full Option Science System) program and kit refill materials.

“Disposition” means any sale, transfer, lease, licensing, assignment, rental or other disposition of any asset, interest or property. “Dispose” has a correlative meaning.

“Disqualified Equity Interests” means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

“DIP Liens” has the meaning ascribed to it in the Interim Order or the Final Order, as applicable.

“DIP Order” means the Interim Order or the Final Order, as applicable under the circumstances.

“Dollars” or “\$” means United States dollars.

“Educational Resources Administrator” means the category within the Educational Resources Segment that offers basic classroom supplies, office products, janitorial and sanitation supplies, school equipment, technology products and paper.

“Educational Resources Business” means the Educational Resources Business Segments, collectively and taken as a whole.

“Educational Resources Business Segments” means the collective reference to, and individually any one of, (i) Educational Resources Educator, (ii) Educational Resources Administrator, and (iii) Educational Resources Furniture.

“Educational Resources Educator” means the category within the Educational Resources Segment that offers supplemental learning materials, teaching resources, upper-grade-level art supplies, early childhood products, physical education equipment and special needs equipment and classroom technology.

“Educational Resources Furniture” means the category within the Educational Resources Segment that offers classroom furniture, library furniture, cafeteria furniture, office furniture, fixed furniture such as bleachers and lockers, as well as construction and project management services.

“Eligible Assignee” means any Person to whom it is permitted to assign Loans and, if applicable, Commitments pursuant to Section 8.12.

“Environmental Laws” means all Requirements of Law and Permits imposing liability or standards of conduct for or relating to the regulation of Hazardous Substances and/or the protection of human health, safety, the environment and natural resources, including CERCLA, the SWDA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), all regulations promulgated under any of the foregoing, all analogous Requirements of Law and Permits and any environmental transfer of ownership notification or approval statutes, including the Industrial Site Recovery Act (N.J. Stat. Ann. §§ 13:1K-6 et seq.).

“Environmental Liabilities” means all Liabilities (including costs of Remedial Actions, natural resource damages and costs and expenses of investigation and feasibility studies) that may be imposed on, incurred by or asserted against any Group Member as a result of, or related to, any claim, suit, action, investigation, proceeding or written demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law or otherwise, arising under any Environmental Law or in connection with any environmental condition or with any Release and resulting from the ownership, lease, sublease or other operation or occupation of property by any Group Member, whether on, prior or after the date hereof.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest, but does not include the 2011 Convertible Subordinated Debentures.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Event” means (a) the existence of a condition or event with respect to an ERISA Plan that presents a risk either of the imposition of an excise tax or any other liability on any Group Member or of the imposition of a Lien on any portion of the assets of any Group Member; (b) the engagement by a Controlled Group member in a non-exempt “prohibited transaction” (as defined under Section 406 of ERISA or Section 4975 of the IR Code) or a breach of a fiduciary duty under ERISA that could

reasonably be expected to result in liability to any Group Member; (c) the application by a Controlled Group member for a waiver from the minimum funding requirements of Section 412 of the IR Code or Section 302 of ERISA or a Controlled Group member is required to provide security under Section 401(a)(29) of the IR Code or Section 307 of ERISA; (d) the occurrence of a Reportable Event with respect to any Pension Plan as to which notice is required to be provided to the PBGC; (e) the withdrawal by a Controlled Group member from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” (as such terms are defined in Sections 4203 and 4205 of ERISA, respectively); (f) the involvement of, or occurrence or existence of any event or condition that results in the involvement of, a Multiemployer Plan in any reorganization under Section 4241 of ERISA; (g) the failure, as determined in writing by the Internal Revenue Service or Treasury Department, of an ERISA Plan (and any related trust) that is intended to be qualified under Sections 401 and 501 of the IR Code to be so qualified or the failure, as determined in writing by the Internal Revenue Service or Treasury Department, of any “cash or deferred arrangement” under any such ERISA Plan to meet the requirements of Section 401(k) of the IR Code; (h) the taking by the PBGC of any steps to terminate a Pension Plan (other than steps associated with a standard termination under Title IV of ERISA) or to appoint a trustee to administer a Pension Plan, or the taking by a Controlled Group member of any steps to terminate a Pension Plan; (i) the failure by a Controlled Group member or an ERISA Plan to satisfy any requirement of law applicable to an ERISA Plan if such failure could reasonably be expected to result in material liability to any Group Member; (j) the commencement, existence or threatening of a claim, action, suit, audit or investigation with respect to an ERISA Plan, other than a routine claim for benefits; or (k) any incurrence by a Controlled Group member of any liability for post-retirement benefits under any Welfare Plan, other than as required by Applicable Law, including Section 601 of ERISA, et. seq. or Section 4980B of the IR Code.

“ERISA Plan” means an “employee benefit plan” (within the meaning of Section 3(3) of ERISA) that is, or within the six years preceding any date of determination has been, sponsored, maintained or contributed to by a Controlled Group member or with respect to which any Controlled Group may have any liability.

“Event of Default” has the meaning set forth in Section 7.1.

“Excluded Taxes” means, with respect to the Administrative Agent and any Lender, (a) income or franchise taxes imposed on (or measured by) its net income (i) by any Governmental Authority or other authority, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of a Lender, in which its applicable lending office is located or (ii) as a result of a present or former connection between such person and the jurisdiction imposing such Tax (other than connections solely arising from such person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned any interest in any Loan or Loan Document), (b) any branch profits taxes imposed (i) by any Governmental Authority or any similar tax imposed by any other jurisdiction in which the Borrower is located or (ii) as a result of a present or former connection between such person and the jurisdiction imposing such Tax (other than connections solely arising from such person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold assigned an interest in any Loan or Loan Document), (c) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), and (d) U.S. backup withholding Tax.

“Extraordinary Receipts” means any cash received after the Closing Date by any Group Member not in the ordinary course of business (and not consisting of proceeds from the Disposition of, or any casualty or condemnation with respect to, Inventory, equipment or Real Property) consisting of (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than amounts representing the reimbursement of out-of-pocket costs and expenses incurred after the Closing Date with respect to third-party claims and other than collections of Accounts in the ordinary course of business), (b) indemnity payments or purchase price adjustments (other than a working capital adjustment) received in connection with any purchase agreement (other than amounts representing the reimbursement of out-of-pocket costs and expenses incurred after the Closing Date with respect to third-party claims), or (c) tax refunds or rebates (other than commodity tax and research and development refunds and credits).

“FATCA” means Sections 1471-1474 of the IR Code in effect as of the date hereof or any amended or successor version and any current or future Treasury regulations issued thereunder.

“Federal Funds Rate” means at any time an interest rate per annum equal to the weighted average of the rates for overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three federal funds brokers of recognized standing selected by it, it being understood that the Federal Funds Rate for any day which is not a Business Day shall be the Federal Funds Rate for the next preceding Business Day.

“Field Review” has the meaning set forth in Section 5.2(a).

“Final Order” means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court which order shall be satisfactory in form and substance to Agent, in its sole discretion, and which order is in effect and not stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion, which, among other matters but not by way of limitation, authorizes the Borrowers to obtain credit, incur (or guaranty) Debt, and grant Liens under this Agreement and the other Loan Documents, as the case may be, provides for the super priority of Agent’s, Collateral Agent’s and Lenders’ claims and authorizes the use of cash collateral.

“Frey Scientific” means the marketing unit that is a sub-segment of the Delta Business that offers a line of science supplies and equipment for k-12 classrooms and science labs, as well as lab design services and furniture.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“Funding Obligor” has the meaning set forth in Section 9.4.

“Funds Flow Memorandum” means, with respect to any Revolving Loan proposed to be borrowed under this Agreement on the Closing Date, a listing of Persons to whom the proceeds of the Revolving Loan are to be paid, the amounts to be paid to each such Person, and the account information and wiring instructions for each such Person; such listing to be agreed in writing between the Administrative Borrower and the Agent prior to the date such Revolving Loan is proposed to be made.

“FX and Currency Option Obligations” means any and all obligations of the Group Members, whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under any and all agreements, devices or arrangements designed to protect any Group Member from variations in the comparative value of currencies, including foreign exchange purchase and future purchase transactions, currency options, currency swaps and cross currency rate swaps.

“GAAP” means generally accepted accounting principles as in effect in the United States and applied on a basis consistent with the accounting practices applied in the financial statements of the Group Members referred to in Section 4.5.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, commission, board, bureau, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank or other comparable authority or agency, and any arbitration tribunal to which any Obligor is subject.

“Group Members” means the Obligors and each of their respective Subsidiaries.

“Guarantor Obligations” has the meaning set forth in Section 9.3(a).

“Guarantors” means, collectively, all of the Subsidiaries of the Administrative Borrower as of the date hereof that are not Borrowers, and each additional Subsidiary of the Administrative Borrower that executes and delivers a Guaranty Supplement in favor of the Agent and the Secured Parties either at the time of execution of this Agreement or at any time hereafter pursuant to Section 5.11, but excludes Premier School Agendas, Ltd. so long as it is a controlled foreign entity that is not disregarded for Tax purposes.

“Guaranty” means the guaranty by the Guarantors of the Obligations, as set forth in, and subject to the terms of, Article IX.

“Guaranty Supplement” has the meaning set forth in Section 5.8.

“Hazardous Substance” means any asbestos, urea-formaldehyde, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Laws.

“Health Business” means a segment of the Accelerated Learning Business that offers physical education and health solutions under the SPARK brand.

“Hedge Agreements” means the collective reference to Rate Hedging Obligations, Commodity Hedging Obligations, FX and Currency Option Obligations and other financial contracts.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indemnitees” has the meaning set forth in Section 10.5.

“Initial Borrowing” has the meaning set forth in Section 2.2(a).

“Insolvency Proceeding” means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its property; or (c) an assignment or trust mortgage for the benefit of creditors.

“Intellectual Property” means all now existing or hereafter acquired Copyrights, Patents, and Trademarks (as such terms are defined in the Security Agreement) of the Obligors.

“Intellectual Property Security Agreement” means each Copyright Security Agreement, Patent Security Agreement, and Trademark Security Agreement.

“Intercompany Debt” means Debt owing by a Group Member to one or more other Group Members.

“Intercompany Subordination and Payment Agreement” means the Intercompany Subordination and Payment Agreement executed by each Obligor and each Non-Obligor in favor of the Agent and the Lenders, in the form of Exhibit F hereto, as the same may be amended, supplemented or restated from time to time.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, executed by Wells Fargo Capital Finance, LLC, in its capacity as administrative agent and co-collateral agent under the ABL DIP Credit Documents, and the Agent.

“Interest Period” means each period beginning on the first day, and ending on the last day, of each fiscal month, provided that the initial Interest Period shall commence on the Closing Date and end on the last day of the fiscal month in which the Closing Date occurs.

“Interim Weekly Cash Flow Estimate” means a cash flow forecast for the then current fiscal week in substantially the same format as the thirteen-week cash flow forecast in the Approved Budget.

“Interim Order” means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion, which, among other matters but not by way of limitation, authorizes, on an interim basis, Borrowers to execute and perform under the terms of this Agreement and the other Loan Documents.

“Inventory” means any “inventory,” as such term is defined in the UCC, now owned or hereafter acquired by any Obligor, wherever located, including inventory, merchandise, goods and other personal property that are held by or on behalf of any Obligor for sale or lease (or that are being leased and located within a state of the United States) or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, supplies or materials of any kind, nature or description used or consumed or to be used or consumed in such Obligor’s business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

“IR Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

“IRS” means the Internal Revenue Service of the United States.

“LC Obligations” means the sum of (a) the aggregate undrawn face amount of all issued and outstanding Letters of Credit and (b) the aggregate amount of all LC Reimbursement Obligations then outstanding.

“LC Reimbursement Obligation” means, for any Letter of Credit, the obligation of the Obligor or any of them to the issuer thereof, as and when matured, to pay (with proceeds of a ABL DIP Credit Loan or otherwise) all amounts drawn under such Letter of Credit.

“Lease” means a lease, license, concession, occupancy agreement or other agreement (written or oral, now or at any time in effect) which grants to any Person a possessory interest in, or the right to use, all or any part of a parcel of Real Property.

“Leased Real Property” means any leasehold interest in Real Property of any Obligor as lessee, sublessee or the like under any Lease.

“Lender” and “Lenders” have the meanings set forth in the Preamble to this Agreement.

“Letter of Credit” means each letter of credit issued pursuant to the ABL DIP Credit Documents.

“Liabilities” means all claims, actions, suits, judgments, damages, losses, liability, obligations and any related fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“LIBOR Rate” means a rate per annum equal to the greatest of (a) 1.5% per annum, (b) solely upon the occurrence and during the continuance of an Event of Default, the Prime Rate, and (c) the offered rate for deposits in Dollars for a period of three months as determined by the Administrative Agent from the Reuters Screen LIBOR01 Page as of approximately 11:00 a.m., New York, New York time, on the first day of each Interest Period, or if such day is not a Business Day, then on the first Business Day in the applicable fiscal month in which such Interest Period commences (to be applicable for each day in such Interest Period), or the rate for such deposits reasonably determined by the Administrative Agent at such time based on such other published service of general application as shall be selected by the Agent for such purpose; provided, that if the LIBOR Rate is not determinable in the foregoing manner, the Administrative Agent may determine the rate based on rates offered to the Administrative Agent for deposits in Dollars in the interbank eurodollar market at such time for delivery on the first day of the Interest Period for the number of days comprised therein. If the Board of Governors of the Federal Reserve System (or any successor) prescribes a reserve percentage (the “Reserve Percentage”) for “Eurocurrency liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended), then the above definition of LIBOR Rate shall be the “Base LIBOR Rate”, and “LIBOR Rate” shall mean: Base LIBOR Rate divided by (100% minus LIBOR Reserve Percentage). Each determination by the Administrative Agent of the applicable LIBOR Rate shall be conclusive and binding upon the parties hereto, in the absence of demonstrable error.

“LIBOR Reserve Percentage” means the Reserve Percentage adjusted by the Administrative Agent for expected changes in such reserve percentage during the applicable Interest Period.

“Lien” means any security interest, mortgage, pledge, lien, hypothecation, judgment lien or similar legal process, charge, encumbrance, title retention agreement or analogous instrument or device (including, without limitation, the interest of the lessors in connection with Capitalized Lease Liabilities and the interest of a vendor under any conditional sale or other title retention agreement).

“Loan Documents” means this Agreement, the Notes, the DIP Order, the Security Agreement, each Collateral Access Agreement, each Control Agreement, each Mortgage, each Intellectual Property Security Agreement, the Master Intercompany Note, the Intercompany Subordination and Payment Agreement, the Administrative Agent Fee Agreement, the Intercreditor Agreement, and all other loan documents now or hereafter given by any Group Member to the Administrative Agent, the Collateral Agent or the other Secured Parties in connection with the foregoing and/or in connection with the obligations of the Borrowers or the Guarantors under this Agreement.

“Loans” means the Revolving Loans.

“Master Intercompany Note” means an omnibus promissory note evidencing all Intercompany Debt and pledged to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, all in form and substance satisfactory to the Administrative Agent.

“Material Adverse Effect” means, with respect to any event or circumstance, a material adverse effect on:

- (a) the business, financial condition, assets, liabilities, performance, operations or results of operations of (i) the Obligors taken as a whole, or (ii) the Accelerated Learning Business taken as a whole except for the filing, commencement and continuation of the Chapter 11 Cases and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom);
- (b) any material portion of the Collateral, taken as a whole, or any material portion of the Collateral in or attributable to the Accelerated Learning Business taken as a whole, or in either case the value or saleability thereof, or the Agent’s Liens on the Collateral, or the enforceability, perfection or priority (as required by the Loan Documents) of such Liens;
- (c) the ability of any Obligor to perform its obligations under the Loan Documents; or
- (d) the validity, enforceability or collectability of the Obligors’ respective obligations under any Loan Document, or the rights and remedies of the Administrative Agent, the Lenders and the other Secured Parties under any Loan Document.

Without limitation of the foregoing, it shall be a Material Adverse Effect if any Person who (x) is the CEO or CFO of the Administrative Borrower or the chief executive officer of the Accelerated Learning Business or the Educational Resources Business (or, in each case, an officer holding an equivalent title to any of the foregoing) or (y) otherwise exercises any direct control or influence over the management or management decisions of any Group Member, in each case, shall (i) be indicted or otherwise formally charged for or convicted of fraud, money laundering, embezzlement or any other felony, whether in the United States or in any foreign country or jurisdiction according to the Applicable Laws of such jurisdiction, or (ii) be or become a Blocked Person.

“Material Contract” means (i) each Revolving Credit Document, (ii) the agreements listed as items 1 and 2 in Part B of Schedule 4.11, and (iii) any contract or other arrangement to which any Group Member is a party (other than the Loan Documents) for which breach, nonperformance, cancellation or failure to renew would be reasonably likely to have a Material Adverse Effect.

“Maturity Date” means June 30, 2013.

“Maximum ABL DIP Credit Amount” means \$175,000,000.

“Maximum Available Net Assets” has the meaning set forth in Section 9.4.

“MD&A” means a customary Management Discussion and Analysis relating to financial statements acceptable in scope and form to the Administrative Agent.

“Milestones” has the meaning set forth in Section 5.18.

“Multiemployer Plan” means a Pension Plan that is subject to the requirements of Subtitle E of Title IV of ERISA.

“Net Cash Proceeds” means, with respect to any Disposition by an Obligor of property or assets, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of an Obligor, in connection therewith after deducting therefrom only (a) the amount of any Debt secured by any Permitted Lien on any asset (other than (i) Debt owing to the Secured Parties under this Agreement or the other Loan Documents and (ii) Debt assumed by the purchaser of such asset) which is required to be, and is, and in the case of Debt under the ABL DIP Credit Documents is permitted by the Intercreditor Agreement to be, repaid in connection with such Disposition (in the case of deductions for repayment of Debt under the ABL DIP Credit Documents, only to the extent of the amount of such proceeds allocated to ABL Priority Collateral (as defined in, and in accordance with the terms of Section 3.5(c) of, the Intercreditor Agreement)), (b) reasonable fees, commissions, and expenses related thereto and required to be paid by an Obligor in connection with such Disposition, and (c) taxes paid or payable to any taxing authorities by an Obligor in connection with such Disposition, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of an Obligor, and are properly attributable to such transaction.

“Non-Consenting Lender” has the meaning set forth in Section 10.2.

“Non-Controlled Accounts” means any deposit account or securities account of an Obligor that is not subject to a Control Agreement.

“Non-Obligor” means each Group Member that is not an Obligor.

“Notes” means the Revolving Notes and the Term Notes.

“Notice of Borrowing” means a notice by the Administrative Borrower to the Administrative Agent in the form of Exhibit D, which includes or specifies (A) the date of such proposed borrowing (which must be a Subsequent Revolving Funding Date), (B) the amount of the borrowing (which must be in an amount not to exceed the Availability or a greater amount agreed to in writing by the Administrative Agent and each Lender in their sole discretion), (C) the Interim Weekly Cash Flow Estimate for the then current fiscal week after giving effect to the funding of the requested Revolving Loan borrowing under this Agreement, which, among other things, must show that there is no ABL DIP Credit Agreement Availability projected to exist as of the end of the then current fiscal week (as reflected on the line item “Excess ABL Availability After Reserves and Minimum Liquidity” on such Interim Weekly Cash Flow Estimate) and the projected amount of the Unrestricted Cash on hand of the Group Members as of the end of the then current fiscal week (as reflected on the line item “Unrestricted Cash Balance” on such Interim Weekly Cash Flow Estimate) shall not exceed \$1,000,000, and (D) a certificate jointly from the chief financial officer and the chief restructuring officer of the Administrative Borrower certifying that, to the knowledge of the certifying officers, no Default or Event of Default has occurred and there is no fact, event or circumstance that could reasonably be expected to cause a Default or Event of Default.

“Notification” has the meaning set forth in Section 10.3(c).

“Obligations” means, collectively, all obligations and liabilities of the Borrowers to the Agent, the Lenders and the other Secured Parties under this Agreement and all other Loan Documents, including without limitation obligations to pay principal, interest, fees, premiums, expenses and other amounts of whatever nature, Agent Expenses, and any such obligations that arise after the filing of a petition by or against any Obligor under the Bankruptcy Code (or under any other bankruptcy or insolvency laws), regardless of whether allowed as a claim in the resulting proceeding, even if the obligations do not accrue because of the automatic stay of Section 362 of the Bankruptcy Code (or under any other bankruptcy or insolvency laws) or otherwise.

“Obligors” means, collectively, the Borrowers and the Guarantors.

“Other Science Products” means the marketing units that are sub-segments of the Delta Business that offer grade 6-12 learning systems that integrate textbooks, equipment and technology under the CPO Science brand, a supplementary science curriculum under the NEO/SCI and SCIS brands, and a math curriculum, supplementary products and manipulatives primarily under the ThinkMath brand.

“Other Taxes” has the meaning specified in Section 2.11(b).

“Owned Real Property” means any fee interest of any Obligor in Real Property.

“Participant” means a Person holding a Participation.

“Participation” means a participation in all or a portion of the rights of a Lender, granted pursuant to and in accordance with Section 8.13.

“Patent Security Agreement” means a Patent Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Payee” has the meaning set forth in Section 2.11.

“PBGC” means the Pension Benefit Guaranty Corporation and any Person succeeding to any of its principal functions under ERISA.

“Pension Plan” means an ERISA Plan that is a “pension plan” (within the meaning of Section 3(2) of ERISA).

“Percentage” means, as to any Lender, in reference to Revolving Loans, the amount of such Lender’s Revolving Commitment divided by the Revolving Commitment Amount or, if any such Revolving Commitments have been terminated, the aggregate outstanding principal amount of such Lender’s Revolving Loans divided by the aggregate outstanding principal amount of Revolving Loans of all Lenders.

“Permit” means, with respect to any Person, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Permitted Debt” means, provided that the incurrence thereof would not otherwise give rise to a Default under this Agreement:

- (a) Prepetition Indebtedness listed in Part A of Schedule 6.2;
- (b) Permitted PMM/Capital Lease Debt;
- (c) Intercompany Debt permitted under Section 6.3, evidenced by the Master Intercompany Note and subject to the Intercompany Subordination and Payment Agreement, and in the case of Intercompany Debt existing on the Closing Date, listed in Part B of Schedule 6.2;
- (d) the Revolving Loans and other Debt outstanding under this Agreement;
- (e) ABL DIP Credit Obligations outstanding from time to time under the ABL DIP Credit Agreement, in an aggregate amount not to exceed at any time the Maximum ABL DIP Credit Amount;
- (f) Prepetition Term Loan and other Debt outstanding under the Prepetition Term Loan Agreement;
- (g) Debt under the Prepetition ABL Credit Documents;
- (h) endorsement of instruments or other payment items for deposit;
- (i) Debt consisting of unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with dispositions of business units permitted by Section 6.5;
- (j) [Reserved];
- (k) Debt permitted to be incurred in accordance with the DIP Order;
- (l) [Reserved];
- (m) Debt incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called “procurement cards” or “P-cards”), or cash management services; and
- (n) Adequate Protection Obligations.

Notwithstanding the foregoing, Commodity Hedging Obligations shall not in any event be Permitted Debt.

“Permitted Discretion” means a determination made in the exercise of reasonable (from the perspective of a secured lender) credit judgment.

“Permitted Liens” means:

- (a) Liens in existence on the date of this Agreement and listed in Schedule 6.1;
- (b) Liens for taxes or assessments or other governmental charges to the extent not required to be paid by Section 5.4;

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- (c) materialmen's, warehousemen's, merchants', carriers', worker's, repairer's, or other like Liens arising by operation of law in the ordinary course of business to the extent the obligations secured thereby are (i) not required to be paid by Section 5.4 and (ii) in an aggregate amount not to exceed \$8,000,000 at any time outstanding;
- (d) pledges or deposits to secure obligations under worker's compensation laws, unemployment insurance and social security laws, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, in the ordinary course of business and consistent with past practices, in an aggregate amount for such bids, tenders, contracts and true leases not to exceed \$500,000 at any time outstanding, or to secure statutory obligations incurred in the ordinary course of business and consistent with past practices in an aggregate amount for such statutory obligations not to exceed \$500,000 at any time outstanding, or to secure indemnity or other similar obligations incurred in the ordinary course of business and consistent with past practices in an amount not to exceed \$500,000 at any time outstanding, provided that the aggregate amount of all Liens permitted under this clause (d) shall not exceed \$1,000,000;
- (e) Permitted Real Estate Encumbrances;
- (f) Liens created under the (i) Loan Documents and (ii) the Prepetition Term Loan Documents;
- (g) Liens created under the (i) ABL DIP Credit Documents securing the ABL DIP Credit Obligations and that are subject to the Intercreditor Agreement and (ii) Prepetition ABL Credit Documents securing obligations in respect thereof and that are subject to the Prepetition Intercreditor Agreement;
- (h) judgment Liens provided that such judgment Lien has not given rise to an Event of Default;
- (i) the interests of lessors under operating leases and non-exclusive licensors under license agreements;
- (j) Liens securing Permitted PMM/Capital Lease Debt so long as (i) such Lien attaches only to the asset purchased or acquired in connection with the incurrence thereof, and the proceeds therefrom, and (ii) such Lien only secures the Debt that was incurred to acquire the asset purchased or acquired;
- (k) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and in existence on the Petition Date;
- (l) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts that are subject to Control Agreements in the ordinary course of business;
- (m) [Reserved];
- (n) [Reserved];

(o) Liens in favor of customs and revenue authorities arising on or prior to the Petition Date as a matter of law to secure payment of customs duties not yet delinquent in connection with the importation of goods; and

(p) Adequate Protection Obligations.

“Permitted PMM/Capital Lease Debt” means Capitalized Lease Liabilities and purchase money Debt with respect to fixed assets (i) outstanding on the Closing Date and set forth on Schedule 6.2 hereof and described as such on such Schedule and (ii) incurred after the Closing Date in an aggregate principal amount for all such Capitalized Lease Liabilities and purchase money Debt not to exceed \$500,000 outstanding at any time, provided that such Capitalized Lease Liabilities and purchase money Debt are entered into in connection with, and at the time of or no later than 20 days after, the acquisition by the Borrowers of equipment useful and used in the ordinary course of the Borrowers’ business and the principal amount of such Capitalized Lease Liabilities and purchase money Debt when incurred does not exceed the purchase price of the property financed, and no such Capitalized Lease Liabilities and purchase money Debt shall be refinanced for a principal amount in excess of the principal amount refinanced.

“Permitted Real Estate Encumbrances” means, in the case of any Real Property, (a) any “Permitted Encumbrances” (as defined in the Mortgage relating to such Real Property) approved by the Agent, (b) Liens on such Real Property of the nature referred to in clauses (b), (f), (g) and (h) of the definition of Permitted Liens, and (c) easements (including without limitation reciprocal easement agreements), rights-of-way, restrictions, municipal, building and zoning ordinances and other similar encumbrances or other irregularities affecting such Real Property, that do not secure any Debt, and which were incurred in the ordinary course of business and (i) are described in the title insurance policy with respect to such Real Property delivered to the Administrative Agent prior to the date hereof, or (ii) in the opinion of the Administrative Agent, are not substantial in amount and do not in any case materially impair the use of such property in the operation of the business of any Group Member or impair the value of such Real Property.

“Permitted Senior Liens” means Permitted Liens (x) referred to in clauses (a), (b), (c), (e) and (i) of the definition of Permitted Liens and applicable to the Collateral (other than Equity Interests constituting Collateral, as to which there shall be no Permitted Senior Liens), to the extent, but only to the extent, having priority by mandatory provisions of applicable law, and (y) referred to in clause (g) of the definition of Permitted Liens and applicable only to the ABL DIP Credit Priority Collateral.

“Permitted Surety Bonds” means unsecured guarantees and reimbursement obligations incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority.

“Petition Date” means January 28, 2013.

“Planner Business” means the business unit comprised of Premier Agendas, Inc. (excluding (on a basis consistent with the financial statements delivered by the Administrative Borrower to the Agent prior to the Closing Date) those operations relating to the Educational Resources Business in Canada), Premier School Agendas, Ltd. and Select Agendas, Corp.

“Platform” has the meaning set forth in Section 10.3(b).

“Postpetition” means the time period commencing immediately upon the filing of the Chapter 11 Cases.

“Prepetition” means the time period ending immediately prior to the filing of the Chapter 11 Cases.

“Prepetition ABL Agent” means Wells Fargo Capital Finance, LLC, in its capacity as administrative agent and collateral agent, under the Prepetition ABL Credit Agreement.

“Prepetition ABL Credit Agreement” means the Credit Agreement dated as of May 22, 2012, among the borrowers and guarantors named therein, the Prepetition ABL Credit Lenders and Wells Fargo Capital Finance, LLC, as administrative agent and co-collateral agent, as amended to date.

“Prepetition ABL Credit Documents” means the Prepetition ABL Credit Agreement and each other Loan Document (as defined therein).

“Prepetition ABL Credit Lenders” means all lenders party to the Prepetition ABL Credit Agreement.

“Prepetition Agents” means, collectively, the Prepetition ABL Agent and the Prepetition Term Loan Agent.

“Prepetition Debt Documents” means, collectively, the Prepetition ABL Credit Documents and the Prepetition Term Loan Documents.

“Prepetition Debt Holders” means, collectively, the Prepetition ABL Credit Lenders and the Prepetition Term Loan Lenders.

“Prepetition Indebtedness” means all Debt of the Borrowers outstanding on the Petition Date immediately prior to the filing of the Chapter 11 Cases other than Debt under the Prepetition ABL Credit Agreement and the Prepetition Term Loan Agreement.

“Prepetition Intercreditor Agreement” means the Intercreditor Agreement, dated as of May 22, 2012, executed by Wells Fargo Capital Finance, LLC in its capacity as Prepetition ABL Agent, and Bayside Finance LLC, in its capacity as Prepetition Term Loan Agent.

“Prepetition Secured Obligations” means the obligations in respect of the Prepetition ABL Credit Documents and the Prepetition Term Loan Documents.

“Prepetition Term Lenders” means the lenders party to the Prepetition Term Loan Agreement.

“Prepetition Term Loan Agent” means Bayside Finance, LLC, as administrative agent and collateral agent under the Prepetition Term Loan Documents.

“Prepetition Term Loan Agreement” means that certain Credit Agreement, dated as of May 22, 2012, by and among the borrowers and guarantors named therein, the Prepetition Term Lenders and the Prepetition Term Loan Agent, as amended to date.

“Prepetition Term Loan Documents” means the Prepetition Term Loan Agreement and each other Loan Document (as defined therein).

“Prepetition Term Loan Lenders” means the lenders party to the Prepetition Term Loan Agreement.

“Prime Rate” means, at any time, a rate per annum equal to the higher of (a) the rate last quoted by The Wall Street Journal as the “base rate on corporate loans posted by at least 75% of the nation’s largest banks” in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent) and (b) the sum of 0.5% per annum and the Federal Funds Rate.

“Product Development Expense” means, for any period, the capitalized cash investment on product development for such period.

“Professional Fees Line Items” has the meaning set forth in Section 6.31(d).

“Projections” has the meaning set forth in Section 4.5.

“Protective Advances” has the meaning set forth therefor in Section 2.17(a).

“Purchaser” means Bayside School Specialty, LLC, a Delaware limited liability company, and any of its designees, successors or assigns of its obligations under the Asset Purchase Agreement.

“Qualified Equity Interest” means and refers to any Equity Interests issued by School Specialty (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

“Rate Hedging Obligations” means any and all obligations of the Group Members under (a) any and all agreements, devices or arrangements designed to protect any Group Member from the fluctuations of interest rates, including interest rate exchange agreements, interest rate cap or collar protection agreements, and interest rate options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Reading Business” means the literacy and intervention division of the Accelerated Learning Business.

“Real Property” means, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

“Receipts” has the meaning set forth in Section 5.12(b).

“Reconcilable Inclusion” means, with respect to the Accelerated Learning Business and the Planner Business, any inclusion within the Accelerated Learning Business or the Planner Business, respectively, of contracts, rights or other assets that (x) prior to such inclusion, were included in a different Business Segment, or (y) in the case of contracts, rights or other assets not previously included in a different Business Segment, are not consistent with the then-existing other contracts, rights and other assets of the Accelerated Learning Business or the Planner Business, respectively

“Related Person” means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates, together with, if such Person is the Administrative Agent, each other Person or individual designated, nominated or otherwise mandated by or helping the Administrative Agent pursuant to and in accordance with Section 8.17 or any comparable provision of any Loan Document.

“Related Transactions” means, collectively, the execution and delivery of, and consummation of the transactions contemplated by, all ABL DIP Credit Documents and the payment of all related fees, costs and expenses.

“Release” means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance into or through the environment.

“Remaining Obligor” has the meaning set forth in Section 9.4.

“Remedial Action” means all actions required under Environmental Laws to (a) clean up, remove, treat or in any other way address any Hazardous Substance in the indoor or outdoor environment, (b) prevent or minimize any Release so that a Hazardous Substance does not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care with respect to any Hazardous Substance.

“Report” and “Reports” have the meanings specified in Section 8.20(a).

“Reportable Event” means a reportable event as that term is defined in Title IV of ERISA, and not as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, and with the exception of actions of general applicability by the Secretary of Labor under Section 110 of ERISA.

“Reporting Affiliate” means, with respect to any Person, a Person who is an Affiliate of such first Person under clauses (a), (b) or (c) of the definition of the term “Affiliate”.

“Representatives” has the meaning set forth in Section 7.2.

“Required Lenders” means, at any time, the Lenders holding Loans and Commitments representing more than a majority of all Loans and unfunded Commitments outstanding at such time, provided that at any time that Bayside and its Affiliates hold in the aggregate at least 25% of the sum of all Loans and unfunded Commitments outstanding at such time, Required Lenders shall include Bayside and/or such Affiliates, as applicable.

“Required Payment” has the meaning set forth in Section 2.10(c).

“Requirements of Law” means, as to any Person, the organizational documents of such Person and any Applicable Law, or determination of a Governmental Authority having the force of law (but nevertheless including determinations of a Governmental Authority not having the force of law if responsible and prudent Persons engaged in a business similar to the business of the Borrower would observe such determinations), in each case applicable to or binding upon such Person or any of its business or property or to which such Person or any of its business or property is subject.

“Reserve Percentage” has the meaning set forth in the definition of “LIBOR Rate”.

“Responsible Officer” means the chief executive officer or chief financial officer of the Administrative Borrower.

“Restricted Payment” means, in respect of any Obligor or any Subsidiary of any Obligor, to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests issued by such Obligor or Subsidiary (including any payment in connection with any merger or consolidation involving such Obligor or Subsidiary) or to the direct or indirect holders of Equity Interests issued by such Obligor or Subsidiary in their capacity as such (other than dividends or distributions payable in Equity Interests of such Obligor or Subsidiary that are not Disqualified Equity Interests), or (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger or consolidation involving such Obligor or Subsidiary) any Equity Interests issued by such Obligor or Subsidiary, or (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of such Obligor or Subsidiary now or hereafter outstanding, or (d) make any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment with respect to, any Subordinated Debt.

“Restrictive Agreement” means an agreement (other than a Loan Document) that conditions or restricts the right of any Group Member to incur or repay borrowed money, to grant Liens on any assets, to declare or make Restricted Payments, to modify, extend or renew any agreement evidencing borrowed money, or to repay any Intercompany Debt.

“Return” has the meaning set forth in Section 2.12(b)(i).

“Revolving Commitments” means, with respect to each Lender, the amount of the Revolving Commitment set forth opposite such Lender’s name on Schedule 1.1.1 hereof, or below such Lender’s signature on an Assignment Certificate executed by such Lender, or as the context may require, the obligation of such Lender to make Revolving Loans, as contemplated by this Agreement.

“Revolving Commitment Amount” means the aggregate amount of the Revolving Commitments of all Lenders at any time, which amount shall be \$50,000,000.

“Revolving Loan” means a Loan made pursuant to Section 2.1 utilizing the Revolving Commitments.

“Revolving Note” means a promissory note of the Borrowers payable to a Lender evidencing the Revolving Commitment of such Lender (as such promissory note may be amended, extended or otherwise modified from time to time) and also means each promissory note accepted by such Lender from time to time in substitution therefor or in renewal thereof.

“Rolling Two Week Test Period” has the meaning set forth in Section 6.31(a).

“Sale/Leaseback Liabilities” means any amount or liability in respect of sale/leaseback or analogous transactions that is or is required under GAAP to be shown on the consolidated balance sheet of the Administrative Borrower and its consolidated Subsidiaries.

“Sale Motion” has the meaning set forth in the Asset Purchase Agreement.

“Sale Order” has the meaning set forth in the Asset Purchase Agreement.

“School Specialty” has the meaning set forth in the Preamble to this Agreement.

“Secured Parties” means the Lenders, the Administrative Agent, the Collateral Agent, each other Indemnitee and any other holder of any Obligation of any Obligor.

“Security Agreement” means each Security and Pledge Agreement (or similar agreement) executed by each Obligor in favor of the Agent and the Lenders, in the form of Exhibit E hereto duly completed for each Obligor, as the same may be amended, supplemented or restated from time to time.

“Seeds Divestiture” means the disposition by the Obligors of the Seeds of Science / Roots of Reading business in January 2012.

“Senior Debt” means Debt of the Group Members that has not been subordinated in right of payment to the Obligations in a manner in form and substance satisfactory to the Agent, including the ABL DIP Credit Obligations.

“Single Test Week” has the meaning set forth in Section 6.31(a).

“Stated Borrowing Base” has the meaning ascribed thereto in the Intercreditor Agreement (as in effect on the date hereof).

“Subordinated Debt” means unsecured Debt of the Obligors that is not Senior Debt, and that (a) is only guaranteed by the Guarantors, (b) is not subject to scheduled amortization, redemption, sinking fund or similar payment and does not have a final maturity, in each case, on or before the date that is six months after the Maturity Date, and (c) does not include any financial covenants or any covenant or agreement that is more restrictive or onerous on any Obligor in any material respect than any comparable covenant in this Agreement; and “Subordinated Debt” shall in any event include (x) the 2011 Convertible Subordinated Debentures, and (y) any other Debt of an Obligor incurred after the date hereof which by its terms is expressly subordinated to the Obligations in a manner and to an extent approved by the Administrative Agent.

“Subsequent Revolver Funding Date” means the second Business Day of each fiscal week commencing on the fiscal week immediately following the fiscal week in which the Initial Borrowing of the Revolving Loan is made.

“Subsidiary” of a Person means any corporation, limited liability company, partnership or other entity of which more than fifty percent (50%) of the outstanding equity or membership interests or shares of capital stock having general voting power under ordinary circumstances to elect a majority of the board of directors (or other governing body) of such entity, (irrespective of whether or not at the time stock or membership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

“Subsidiary Borrowers” has the meaning set forth in the Preamble to this Agreement.

“Survey” means, in respect of a particular parcel of Real Property, an American Land Title Association form survey, dated no earlier than 30 days prior to the issuance of the corresponding Mortgage Policy (or such other date as the Agent may approve in its Permitted Discretion), certified to the Agent and the issuer of the corresponding Mortgage Policy in a manner satisfactory to the Agent, by a

land surveyor duly registered and licensed in the states in which the property described in such survey is located and acceptable to the Agent, which survey (i) shall show (x) all buildings and other improvements, (y) the location of any easements, rights of way, building set-back lines and other dimensional regulations and (z) such other matters as the Agent shall reasonably request and (ii) be sufficient for the issuer of the corresponding Mortgage Policy to remove all standard survey exceptions from the corresponding Mortgage Policy.

“SWDA” means the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.).

“Synthetic Lease Liabilities” means the monetary obligation of a Person under either: (a) a so-called synthetic, off-balance sheet or tax retention lease; or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment). The amount of Synthetic Lease Liabilities shall be deemed to be the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease.

“Tax Returns” has the meaning set forth in Section 4.8.

“Taxes” has the meaning set forth in Section 2.11.

“Term and Revolving Loan Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Term and Revolving Loan Priority Collateral Deposit Account” means an account maintained with JPMorgan Chase Bank, National Association, and subject to a first priority Lien, perfected through control pursuant to a Control Agreement, in favor of the Agent for the benefit of the Secured Parties into which shall be deposited all Net Cash Proceeds of all Dispositions of all property of the Obligors that is not ABL DIP Credit Priority Collateral.

“Termination Date” means the earliest to occur of (i) Maturity Date, (ii) the consummation of a sale of all or substantially all of the assets of the Borrowers under section 363 of the Bankruptcy Code, (iii) unless waived by the Lenders in their sole discretion, the occurrence of an Event of Default after taking into effect all applicable grace periods, (iv) the acceptance in writing by any of the Borrowers of any offer or bid for the purchase of, directly or indirectly, all or substantially all of the assets of any of the Borrowers, or all of the equity of School Specialty or any Subsidiary thereof, to a buyer that does not provide for the actual payment in full of the Obligations by no later than the Maturity Date, or (v) unless waived by the Lenders in their sole discretion, the date that any of the Borrowers files a motion with the Bankruptcy Court for authority to proceed with the sale or liquidation of any of the Borrowers’ (or any material portion of the assets or all of the equity of any Borrower) without the consent of the Lenders except pursuant to a proposed sale of all or substantially all of the Borrowers’ assets, or all of the equity of School Specialty or any Subsidiary thereof, to a buyer that provides for the actual payment in full of the Obligations by no later than the Maturity Date. Upon the Termination Date, the Commitments shall terminate and all Loans and other Obligations shall be due and payable.

“Test Period” means the Single Test Week and the Rolling Two Week Test Period, commencing from the Single Test Week ending February 2, 2013.

“Total Outstanding ABL DIP Credit Amount” means, as of the date of determination, the sum of (a) the aggregate principal amount of all outstanding ABL DIP Credit Loans, plus (b) the amount of the LC Obligations.

“Trademark Security Agreement” means a Trademark Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Treasury” means the United States Treasury.

“UCC” means the Uniform Commercial Code of any applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect in the State of New York.

“Unfinanced Capital Expenditures” means Capital Expenditures that are made from available cash of the Borrowers and not from the proceeds of Permitted PMM/Capital Lease Debt (including any Permitted PMM/Capital Lease Debt incurred after the acquisition of the asset acquired to directly or indirectly finance such acquisition), and are made in respect of assets that are not subject to any capital lease, and are not pledged to secure any purchase money Debt (whenever incurred).

“Unrestricted Cash” means, as of any date of determination, the aggregate amount of cash credited as of such date to all deposit accounts of the Group Members, which cash is subject to no restriction on its use, transfer or distribution pursuant to any Requirement of Law or contractual obligation (other than the Loan Documents, the ABL DIP Credit Documents, the Prepetition Term Loan Documents and the Prepetition ABL Credit Documents).

“Unused Line Fee” has the meaning set forth in Section 2.10(k).

“USA Patriot Act” has the meaning set forth in Section 10.16.

“Variance Report” means a weekly variance report to be provided by Borrowers to Administrative Agent within three Business Days after the end of each fiscal week reflecting actual cash receipts and disbursements for (i) the prior fiscal week, (ii) the period from the beginning of the fiscal month which includes such fiscal week to the end of such fiscal week, (iii) the applicable Test Period of the Administrative Borrower, and (iv) the period from the beginning of the fiscal week ending February 2, 2013 to the end of such Test Period, in each case, reflecting the amount variance and, in the case of clause (iii), percentage variance of actual receipts and disbursements (on a line item basis) from those receipts and disbursements reflected in the most recently delivered thirteen-week cash flow forecast in the Approved Budget for the corresponding periods (or, in the case of clause (iv) and with respect to past periods that are not covered in the most recently delivered thirteen-week cash flow forecast in the Approved Budget, the latest thirteen-week cash flow forecast in the Approved Budget that covers any such past period), an explanation of the reason for any such variance and compliance or non-compliance with the requirements set forth in Section 6.31.

“Week 1” has the meaning set forth in Section 6.31.

“Week 2” has the meaning set forth in Section 6.31.

“Welfare Plan” means an ERISA Plan that is a “welfare plan” within the meaning of Section 3(1) of ERISA.

Section 1.2. Payments. The Administrative Agent may set up standards and procedures to determine or redetermine the equivalent in Dollars of any amount expressed in any currency other than Dollars and otherwise may, but shall not be obligated to, rely on any determination made by any Obligor or any Lender. Any such determination or redetermination by the Administrative Agent shall be conclusive and binding for all purposes, absent manifest error. No determination or redetermination by any Secured Party or Obligor and no other currency conversion shall change or release any obligation of any Obligor or of any Secured Party (other than the Administrative Agent and its Related Persons) under any Loan Document, each of which agrees to pay separately for any shortfall remaining after any conversion and payment of the amount as converted. The Administrative Agent may round up or down, and may set up appropriate mechanisms to round up or down, any amount hereunder to nearest higher or lower amounts and may determine reasonable *de minimis* payment thresholds.

ARTICLE II

CREDIT FACILITIES

Section 2.1. Revolving Commitments. Subject to the terms and conditions herein set forth, each Lender hereby severally, but not jointly, agrees to make revolving loans in Dollars (each such loan, a “Revolving Loan”), not to exceed the Revolving Commitment Amount, to the Borrowers as follows: (i) an initial borrowing on the Closing Date, in the aggregate principal amount of \$15,000,000 (the “Initial Borrowing”) and (ii) additional borrowings on each Subsequent Revolver Funding Date in respect of which a Notice of Borrowing has been delivered in an amount not to exceed the Availability or a greater amount agreed to in writing by the Administrative Agent or each Lender in their sole discretion. The proceeds of such Revolving Loans shall be deposited into the Term and Revolving Loan Priority Collateral Deposit Account. The Revolving Loans and Revolving Loan proceeds shall be allocated to the Borrowers in the manner specified in the Notice of Borrowing therefor and used to pay (i) certain pre-petition expenses of the Borrowers and other costs authorized by the Bankruptcy Court in each case acceptable to the Lenders, (ii) Obligations hereunder and under all other Loan Documents (including, without limitation, interest, fees, expenses and other amounts of whatever nature and Agent Expenses) and (iii) post-petition operating expenses and to fund working capital of the Borrowers and other costs and expenses of administration of the Chapter 11 Cases (excluding wind-down expenses and payments with respect any management incentive plan unless agreed to in writing by the Lenders in their sole discretion), in each case subject to Availability and not to exceed the Revolving Commitment Amount. Notwithstanding the preceding, prior to the entry by the Bankruptcy Court of a Final Order, the Revolving Commitment Amount shall be limited to the sum of \$25,000,000, to the extent authorized by the Interim Order. For the avoidance of doubt, there shall not be more than one borrowing in any fiscal week.

Section 2.2. Procedures for Revolving Loans. The Initial Borrowing shall be funded on the Closing Date without further need for the Borrowers to take any action or submit any notice or request to the Administrative Agent or Lenders. To request a Revolving Loan to be funded on any Subsequent Revolver Funding Date, the Administrative Borrower shall submit a Notice of Borrowing to the Administrative Agent no later than 3:00 p.m. New York, New York time, on the Business Day prior to the proposed Subsequent Revolver Funding Date. The Notice of Borrowing shall be effective upon receipt by the Administrative Agent, shall be in writing by facsimile or electronic transmission (including by PDF). The requested borrowing shall be in an integral multiple of \$500,000 and not less than \$2,000,000. Promptly upon receipt of a Notice of Borrowing, the Administrative Agent shall advise each Lender of the proposed Revolving Loan. At or before 3:00 p.m., New York, New York time, on the date specified for the requested Revolving Loan, each Lender shall provide the Administrative Agent at the principal office of the Administrative Agent in Miami Florida with immediately available funds covering such Lender’s Percentage of such Revolving Loan. Subject to satisfaction of the conditions precedent set forth in Article III with respect to such Revolving Loan, the Administrative Agent shall pay over such

funds to the Administrative Borrower, by effecting a wire transfer to the Term and Revolving Loan Priority Collateral Deposit Account (or to such other Person and account as may be specified in the Funds Flow Memorandum), for the account of the applicable Borrower(s) specified in the Notice of Borrowing, prior to 4:00 p.m., New York, New York time, on the date of the requested Revolving Loan.

Section 2.3. Interest. The outstanding principal amount of each Loan shall bear interest from the date when made to the date repaid (provided that one full day's interest shall be payable for any Loan, or portion thereof, that is borrowed and repaid on the same day), accruing daily at a rate per annum equal to the applicable LIBOR Rate for each day during each Interest Period during which such Loan is outstanding, plus the Applicable Margin, adjusted for each applicable Interest Period, payable in arrears on the last day of the applicable Interest Period; provided, however, that upon the occurrence of an Event of Default (whether or not the Agent or any Lender shall have received or given notice thereof), the interest on the Loans from and after the date of the occurrence of such Event of Default shall be the rate per annum otherwise applicable from time to time to such Loans, plus three percent (3.0%) per annum (adjusting for any change in the applicable LIBOR Rate), payable in arrears on the last day of each fiscal month and on the last day of the applicable Interest Period and on demand from time to time (the "Default Rate"). The outstanding amount of all Obligations other than outstanding principal of Loans shall bear interest from the date such Obligations are due and payable, accruing daily at the rate applicable from time to time (calculated daily and not for any Interest Period) to the Loans (and shall bear interest at the Default Rate upon the occurrence of an Event of Default). Interest shall be computed on the basis of the actual number of days elapsed and a year consisting of 360 days. Each determination of an interest rate by the Administrative Agent shall be conclusive and binding on the Borrowers, the other Obligors and the Lenders in the absence of manifest error. All payments of interest shall be made in cash in Dollars in immediately available funds.

Section 2.4. Setting and Notice of Rates. The applicable LIBOR Rate for each Interest Period shall be determined by the Administrative Agent on the Closing Date, for the initial Interest Period, and on the first Business Day of each subsequent fiscal month, for each subsequent Interest Period (such rate to apply for each calendar day in such Interest Period), whereupon notice thereof (which may be by telephone) shall be given by the Administrative Agent to the Administrative Borrower and each Lender. Each such determination of the applicable LIBOR Rate shall be conclusive and binding upon the parties hereto, in the absence of demonstrable and manifest error. The Administrative Agent, upon written request of the Administrative Borrower or any Lender, shall deliver to the Administrative Borrower or such requesting Lender a statement showing the computations or source used by the Administrative Agent in determining the applicable LIBOR Rate hereunder.

Section 2.5. Repayment of Loans; Representations; Joint and Several Liability.

(a) The Borrowers hereby unconditionally promise to pay to the Administrative Agent for itself and the account of each Lender in cash in Dollars in immediately available funds the then unpaid amount of each Loan and any other Obligations on the Maturity Date, or on such prior date as may be required by the terms of this Agreement (including, without limitation, upon the Termination Date).

(b) For all purposes of calculating whether payments of amounts payable under this Agreement have been received in a timely fashion on the date required therefor pursuant to this Agreement, including calculating interest on the applicable Obligations, funds received by the Administrative Agent from the Borrowers prior to 2:00 p.m. New York time will be deemed applied to the Obligations then due and payable as provided herein on the date of receipt by the Administrative Agent, provided that such funds are immediately available and notice thereof is received from the Administrative Borrower in accordance with the Administrative Agent's usual

and customary practices as in effect from time to time and by 3:00 p.m. (New York time) on such date of receipt, and if not, then such amounts shall be deemed received and applied on the next succeeding Business Day after receipt of such immediately available funds by the Administrative Agent.

(c) The Borrowers shall be obligated to repay all Loans made under this Article II notwithstanding the failure of the Administrative Agent to provide any written request therefor or written confirmation thereof and notwithstanding the fact that the person requesting the same was not in fact authorized to do so. Any request for Revolving Loans under Section 2.2, whether written, telephonic, telecopy or otherwise, shall be deemed to be a representation by each Borrower that the borrowing conditions set forth in Section 3.1 and Section 3.2 have been met and all statements set forth in Section 3.1 and Section 3.2 are correct as of the time of the request.

(d) The Borrowers shall be jointly and severally liable for all amounts due from the Borrowers to the Administrative Agent, the Lenders and the other Secured Parties under this Agreement, regardless of which Borrower actually receives the Loans or other extensions of credit hereunder or the amount of such Loans received or the manner in which the Administrative Agent accounts for such Loans or other extensions of credit on its books and records. The Obligations with respect to Loans or other extensions of credit made to a Borrower, and the Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder, shall be separate and distinct obligations, but all such other Obligations shall be primary obligations of all Borrowers. The Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder shall, to the fullest extent permitted by law, be unconditional irrespective of (a) the validity or enforceability, avoidance or subordination of the Obligations of the other Borrowers or of any promissory note or other document evidencing all or any part of the Obligations of the other Borrowers, (b) the absence of any attempt to collect the Obligations from the other Borrowers, any Guarantor or any other security therefor, or the absence of any other action to enforce the same, (c) the waiver, consent, extension, forbearance or granting of any indulgence by the Administrative Agent, Lenders or other Secured Parties with respect to any provisions of any agreement or instrument evidencing or governing the Obligations of the other Borrowers, or any part thereof, or any other agreement now or hereafter executed by the other Borrowers and delivered to the Administrative Agent, (d) the failure by the Administrative Agent, or any of the Lenders or other Secured Parties to take any steps to perfect and maintain its security interest in the Collateral or any part of it, or to preserve its or their rights and maintain its or their security or collateral for the Obligations of the other Borrowers, (e) the election of the Administrative Agent, or any of the Lenders or other Secured Parties in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, (f) the disallowance of all or any portion of the claim(s) of the Administrative Agent, or any of the Lenders or other Secured Parties for the repayment of the Obligations of the other Borrowers under Section 502 of the Bankruptcy Code, or (g) any other circumstances which might constitute a legal or equitable discharge or defense of a Guarantor or of the other Borrowers, other than, with respect to a particular Lender, the willful misconduct, fraud or gross negligence of such Lender as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. With respect to the Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Revolving Loans or other extensions of credit made to the other Borrowers hereunder, each Borrower and Guarantor waives, until the Obligations shall have been paid in full in immediately available funds and this Agreement shall have been terminated, any right to enforce any right of subrogation or any remedy which the Agent or any other Secured Party now has or may hereafter have against the Borrowers or any Guarantor, or any endorser or any other

guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any security or collateral given to the Agent or any other Secured Party. Upon any Event of Default and for so long as the same is continuing, the Agent may proceed directly and at once, without notice, against any Borrower or Guarantor, or against any one or more of them, to collect and recover the full amount, or any portion of the Obligations, without first proceeding against the other Borrowers or Guarantors or any other Person, or against any security or collateral for the Obligations. Each Borrower and Guarantor consents and agrees that the Agent and the Lenders and the other Secured Parties shall be under no obligation to marshal any assets in favor of the Borrower(s) or Guarantor(s) or against or in payment of any or all of the Obligations.

Section 2.6. Notes. Upon request by a Lender, such Lender's Revolving Loan may be evidenced by a Revolving Note. The unpaid principal amount of each Note and all unpaid accrued interest thereon shall be payable on the Maturity Date, or on such prior date as may be required by the terms of this Agreement.

Section 2.7. Fees. The Borrowers shall pay to the Administrative Agent, for its own account (or to such other parties as the Administrative Agent may specify in writing), the fees specified in the Administrative Agent Fee Agreement in the amounts and on the dates specified therein, including without limitation a non-refundable agent's fee in the per annum amount of \$150,000, as further specified in the Administrative Agent Fee Agreement, payable in advance on the Closing Date and on each annual anniversary thereof, which amount shall be deemed fully earned when paid, whether or not this Agreement shall continue in effect, or any Loans or the Commitment shall remain in effect, for the entire year covered thereby.

Section 2.8. Use of Proceeds. The proceeds of all Revolving Loans shall be used by the Borrowers and their Subsidiaries solely in accordance with Section 2.1(a) and otherwise subject to the terms of this Agreement.

Section 2.9. Prepayments: Apportionment and Application.

(a) Mandatory Prepayments — Agent Election. The Borrowers shall be required to prepay the Obligations in accordance with Section 2.9(c) upon the following events in the amounts stated below, in each case within one (1) Business Day of the receipt thereof, unless such prepayment is waived in writing by the Administrative Agent with the consent of the Required Lenders:

(i) upon the receipt by any Group Member of the proceeds of a Carson-Dellosa Drag-Along Sale or any other voluntary or involuntary Disposition or spin-offs of property, divisions, business units, or business lines of a Group Member (including casualty losses or condemnations but excluding sales or dispositions which are permitted under clause (a) of Section 6.5 and dispositions of Inventory in the ordinary course of business), in an amount equal to (x) in the case of Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received in respect of ABL DIP Credit Priority Collateral by such Group Member in connection with such Dispositions or spin-offs, 100% of the amount thereof, and (y) in all other cases, in an amount equal to 100% of the Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Group Member in connection with such Dispositions or spin-offs; provided, that, nothing contained in this Section 2.9(a)(i) shall permit any Group Member to Dispose of any property other than in accordance with Section 6.5; and

(ii) upon the receipt by any Group Member of (1) any net proceeds of issuances of Debt for the refinancing of the Obligations, in an amount equal to 100% of such amounts, (2) net proceeds of issuances of Debt (other than Debt described in the preceding clause (1), and other Permitted Debt), in an amount equal to 50% of such amounts, (3) net proceeds of issuances of Equity Interests to any Person other than an Obligor, in an amount equal to 50% of such amounts, (4) Extraordinary Receipts attributable to or received in respect of Term and Revolving Loan Priority Collateral, in an amount equal to 100% of such amounts, (5) Extraordinary Receipts attributable to or received in respect of ABL DIP Credit Priority Collateral, in an amount equal to 0% of such amounts that are received prior to Payment in Full of the ABL Priority Debt (as each such term is defined in the Intercreditor Agreement) and 100% of such amounts that are received thereafter, (6) other Extraordinary Receipts, in an amount equal to 50% of such amounts, (7) any proceeds of business interruption insurance, in an amount equal to 50% of such amounts, (8) any proceeds of all other insurance in respect of loss or destruction of property and of the proceeds of all awards and other recoveries in respect of condemnation and analogous events in respect of property, in each case attributable to or received in respect of Term and Revolving Loan Priority Collateral, in an amount equal to 100% of such amounts, and (9) any proceeds of all other insurance in respect of loss or destruction of property and of the proceeds of all awards and other recoveries in respect of condemnation and analogous events in respect of property, in each case attributable to or received in respect of ABL DIP Credit Priority Collateral (calculated as determined in Section 5.2 of the Intercreditor Agreement), in an amount equal to 0% of such amounts that are received prior to Payment in Full of the ABL Priority Debt (as each such term is defined in the Intercreditor Agreement) and 100% of such amounts that are received thereafter (in each case in clauses (8) and (9) above, subject to exceptions for repairs and replacements effected within 60 days of receipt of such insurance proceeds or other award by any Group Member and costing up to \$200,000 per casualty event (or such greater amount as the Administrative Agent may approve, to the extent commercially reasonable)).

(b) Voluntary Prepayments. The Borrowers may prepay the outstanding principal amount of any Loan in whole at any time and/or in part, at par, from time to time, upon not less than thirty (30) days', and not more than sixty (60) days' prior written notice to the Administrative Agent, which notice shall be irrevocable once given, provided that (i) the Borrowers will remain liable for any breakage costs that may be owing pursuant to Section 2.13 after giving effect to such prepayment, and (ii) each partial prepayment that is not of the entire outstanding amount of Loans shall be in an aggregate amount that is an integral multiple of \$1,000,000.

(c) Prepayments Generally. The following provisions shall apply to all prepayments under Section 2.9(a) and (b), to the extent specified below:

(i) any prepayment of the Revolving Loans under Section 2.9(a) and (b) shall be applied against the outstanding Revolving Loans of each Lender pro rata according to each Lender's Percentage of such Loans with a permanent reduction of the Revolving Commitment;

(ii) at any time that an Application Event has occurred, prepayments under Section 2.9(a) shall be applied in accordance with the terms of Section 2.10(f)(ii);

(iii) [Reserved];

(iv) [Reserved]; and

(v) upon receipt by any Obligor of any Net Cash Proceeds, Extraordinary Receipts, net proceeds of issuances of Debt or Equity Interests, insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any property, or other amounts described in Section 2.9(a) (except clause (a)(i)(x)), the Administrative Borrower shall immediately deposit such funds, or cause such funds to be immediately deposited, in the Term

and Revolving Loan Priority Collateral Deposit Account in an amount not less than the maximum amount that would be required to be applied to prepayment of the Obligations hereunder (assuming none of such proceeds would be elected to be used for any permitted repairs or replacements); the Administrative Borrower will cause such funds to be maintained in the Term and Revolving Loan Priority Collateral Deposit Account until applied to prepayment of the Obligations, or to a permitted repair or replacement, in accordance with the terms of this Section 2.9.

(d) No Violation of Intercreditor Agreement. Notwithstanding anything else to the contrary in this Agreement, the Borrowers shall not be permitted to make, and the Agent and the Lenders shall not be required to receive (and for the avoidance of doubt, if the Lenders do so receive, such receipt shall be subject to the Intercreditor Agreement), any voluntary prepayments of the Obligations (for the avoidance of doubt, including voluntary prepayments pursuant to Section 2.9(b) and also prepayments specified to be in such amounts as the Administrative Borrower may elect pursuant to Section 2.9(a)(i)(y)) that would contravene, or result in a breach of, any provision of the Intercreditor Agreement.

Section 2.10. Payments.

(a) Making of Payments. All payments and prepayments of principal, interest and other amounts due hereunder shall be made (unless otherwise expressly stated in this Agreement) to the Administrative Agent for the account of the Lenders pro rata according to their respective applicable Percentages. All payments to the Administrative Agent shall be made to the Administrative Agent at its office in Miami, Florida, not later than 2:00 p.m., New York, New York time, on the date due, in Dollars in immediately available funds, and funds received after that hour shall be deemed, for purposes of determining timeliness of payments and for all purposes of computation of interest, to have been received by the Administrative Agent on the next following Business Day. Any payment or prepayment of principal shall be accompanied by accrued unpaid interest on such amount of principal paid or prepaid through the date of payment or prepayment, and, if applicable, additional compensation calculated in accordance with Section 2.13. The Administrative Agent shall remit to each Lender in immediately available funds its share of all such payments received by the Administrative Agent for the account of such Lender on the Business Day next succeeding the Business Day such payments are received by the Administrative Agent. If the Administrative Agent fails to remit any payment to any Lender when required hereby, the Administrative Agent shall pay interest on demand to that Lender for each day during the period commencing on the date such remittance was due until the date such remittance is made at an annual rate equal to the Federal Funds Rate for such day. All payments under Section 2.11, 2.12 or 2.13 shall be made by the Borrowers directly to each Lender entitled thereto.

(b) Effect of Payments. Each payment by the Borrowers to the Administrative Agent for the account of any Lender pursuant to Section 2.10(a) shall be deemed to constitute payment by the Borrowers directly to such Lender, provided, however, that in the event any such payment by the Borrowers to the Administrative Agent is required to be returned to the Borrowers for any reason whatsoever, then the Borrowers' obligation to such Lender with respect to such payment shall be deemed to be automatically reinstated.

(c) Distributions by Agent. Unless the Administrative Agent shall have been notified by a Lender or a Borrower prior to the date on which such Lender or Borrower are scheduled to make payment to the Administrative Agent of (in the case of a Lender) the proceeds of a Revolving Loan to be made by it hereunder or (in the case of a Borrower) a payment to the Administrative

Agent for the account of one or more of the Lenders hereunder (such payment by a Lender or Borrower (as the case may be) being herein called a “Required Payment”), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Administrative Agent, the Administrative Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date and, if such Lender or Borrower (as the case may be) has not in fact made the Required Payment to the Administrative Agent, the recipient(s) of such payment shall, on demand, repay to the Administrative Agent the amount so made available together with interest thereon for each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate (i) equal to the Federal Funds Rate for such day, in the case of a Required Payment owing by a Lender, or (ii) equal to the applicable rate of interest as provided in this Agreement for the Loans (calculated daily and not in respect of any Interest Period), in the case of a Required Payment owing by a Borrower.

(d) Setoff. Each Borrower agrees that each Lender, subject to such Lender’s sharing obligations set forth in Section 8.6, shall have all rights of setoff and bankers’ lien provided by Applicable Law, and in addition thereto, each Borrower agrees that if at any time any Obligation is due and owing by such Borrower under this Agreement or the other Loan Documents to any Lender at a time when an Event of Default has occurred hereunder, any Lender may apply any and all balances, credits, and deposits, accounts or moneys of such Borrower then or thereafter in the possession of such Lender (excluding, however, any trust or escrow accounts held by such Borrower for the benefit of any third party) to the payment thereof.

(e) Due Date Extension. If any payment of principal or of interest on any Loan or any fees payable hereunder falls due on a day that is not a Business Day, then such due date shall be extended to the next following Business Day, and (in the case of principal) additional interest shall accrue and be payable for the period of such extension.

(f) Apportionment and Application of Payments.

(i) So long as no Application Event has occurred, and except as otherwise expressly specified herein, all principal and interest payments shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses (other than fees or expenses that are for the Agent’s separate account) shall be apportioned ratably among the Lenders to which a particular fee or expense relates. All payments to be made hereunder by the Borrowers shall (subject to the last sentence of Section 2.10(a) hereof) be remitted to the Administrative Agent and all (subject to Section 2.10(f)(iii) hereof) such payments, and all proceeds of Collateral received by the Agent, shall be applied, so long as no Application Event has occurred, to reduce the balance of the Loans and other Obligations outstanding and, thereafter, to the Administrative Borrower or such other Person entitled thereto under Applicable Law.

(ii) At any time that an Application Event has occurred, all payments remitted to the Administrative Agent and all proceeds of Collateral received by the Agent shall be applied as follows:

(A) first, to pay any Agent Expenses (including cost or expense reimbursements) or indemnities then due to the Agent under the Loan Documents, until paid in full;

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- (B) second, to pay any fees or premiums then due to the Agent under the Loan Documents until paid in full;
 - (C) third, to pay interest due in respect of all Protective Advances, pro rata, until paid in full;
 - (D) fourth, to pay the principal of all Protective Advances, pro rata, until paid in full;
 - (E) fifth, ratably to pay any fees then due to any of the Lenders under the Loan Documents until paid in full;
 - (F) sixth, ratably to pay interest due in respect of the Loans then outstanding until paid in full;
 - (G) seventh, ratably to pay the principal of all Loans then outstanding until paid in full;
 - (H) eighth, ratably to pay any other Obligations; and
 - (I) ninth, to the Administrative Borrower or such other Person entitled thereto under Applicable Law.

(iii) In each instance, so long as no Application Event has occurred, Section 2.10(f)(i) shall not apply to any payment made by the Borrowers to the Administrative Agent and specified by the Administrative Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement.

(iv) For purposes of Section 2.10(f)(ii), “paid in full” means payment in cash in Dollars of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest and expense reimbursements, whether or not any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(v) In the event of a direct conflict between the priority provisions of this Section 2.10(f) and any other provision contained in any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.10(f) shall control and govern.

(g) Administrative Agent Fee. On the Closing Date the Administrative Borrower shall pay, or cause to be paid, to the Agent, as agency fees set forth in the Administrative Agent Fee Agreement.

(h) Closing Fee. On the Closing Date the Administrative Borrower shall pay, or cause to be paid, to Bayside Capital, Inc. a fee (the “Closing Fee”) in the aggregate amount of \$500,000 pursuant to the Administrative Agent Fee Agreement. The Closing Fee shall be due and payable on the Closing Date and not refundable under any circumstances.

(i) [Reserved].

(j) Commitment Fees. On the Closing Date, Administrative Borrower shall pay or cause to be paid to the Lenders commitment fees (the “Commitment Fees”) in the aggregate amount of \$1,000,000.

(k) Unused Line Fee. From and after the Closing Date, Administrative Borrower shall pay or cause to be paid to Administrative Agent an unused line fee (the “Unused Line Fee”) equal to 1.00% of the average daily difference between (a) the Revolving Commitments and (b) the aggregate outstanding Revolving Loans payable monthly in arrears and on the Termination Date.

Section 2.11. Taxes.

(a) Payments. All payments made by the Borrowers to the Administrative Agent or any other Secured Party (herein any “Payee”) under or in connection with this Agreement or the Term Notes shall be made without any setoff or other counterclaim, and shall be free and clear of and without deduction or withholding for or on account of any present or future Taxes now or hereafter imposed by any Governmental Authority or other authority, except to the extent that any such deduction or withholding is compelled by law. As used herein, the term “Taxes” shall include all income, excise and other taxes of whatever nature (other than taxes generally assessed on the overall net income of a Payee by any Governmental Authority of the country, state or political subdivision in which such Payee is incorporated or in which the office through which such Payee is acting is located) as well as all levies, imposts, remittances, duties, charges, or fees of whatever nature. If a Borrower is compelled by law to make any deductions or withholdings on account of any Taxes (including any foreign withholding), such Borrower will:

(i) pay such additional amounts (including, without limitation, any penalties, interest or expenses) as may be necessary in order that the net amount received by the Payee after such deductions or withholdings (including any required deduction or withholding on such additional amounts) shall equal the amount the Payee would have received had no such deductions or withholdings been made; and

(ii) pay to the relevant authorities the full amount required to be so withheld or deducted (including with respect to such additional amounts); and

(iii) promptly forward to the Administrative Agent (for delivery to the appropriate Payee) an official receipt or other documentation satisfactory to the Administrative Agent evidencing such payment to such authorities.

If any Taxes otherwise payable by a Borrower pursuant to the foregoing are directly asserted against a Payee, such Payee may pay such taxes and such Borrower promptly shall reimburse such Payee to the full extent otherwise required under this Section 2.11.

(b) Other Taxes. In addition, the Borrowers shall pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made by the Borrowers hereunder or under any other Loan Documents or from the execution, delivery or registration of, performing under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as “Other Taxes”).

(c) Indemnification by Borrowers. The Borrowers shall indemnify each Lender and the Administrative Agent for and hold it harmless against the full amount of any Indemnified Taxes and Other Taxes (including, without limitation, taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.11(c)) imposed on or paid or remitted by

such Lender or the Administrative Agent (as the case may be) and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto exclusive of any transfer taxes that the Purchaser will pay pursuant to the Asset Purchase Agreement. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor with appropriate supporting documentation.

(d) Evidence of Payment. Within 30 days after the date of any payment of Taxes, the appropriate Borrower shall furnish to the Administrative Agent, at its address referred to in Section 10.3, the original or a certified copy of a receipt evidencing such payment to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the Notes or any other documents to be delivered hereunder by or on behalf of a Borrower through an account or branch outside the United States or by or on behalf of a Borrower by a payor that is not a United States person, if such Borrower determines that no Taxes are payable in respect thereof, such Borrower shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel reasonably acceptable to the Administrative Agent stating that such payment is exempt from Taxes. For purposes of this subsection (d) and subsection (e), the terms “United States” and “United States person” shall have the meanings specified in Section 7701 of the IR Code.

(e) Exemption from Withholding. Any Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), to the extent such Lender is legally entitled to do so, at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as may reasonably be requested by the Borrower to permit such payments to be made without such withholding Tax or at a reduced rate; provided that no Lender shall have any obligation under this paragraph (e) with respect to any withholding Tax imposed by any jurisdiction other than the United States if in the reasonable judgment of such Lender such compliance would subject such Lender to any material unreimbursed cost or expense or would otherwise be prejudicial to such Lender in any material respect.

(f) FATCA. If a payment made to a Lender hereunder or under any Loan Documents would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IR Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IR Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the Company and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. If any form or document referred to in this subsection (f) (other than FATCA documentation) requires the disclosure of information, other than information necessary to compute the tax payable and information required on the Closing Date by IRS Form W-8BEN or W-8ECI or the related certificate described above, that the Lender reasonably considers to be confidential, the Lender shall give notice thereof to the Company and shall not be obligated to include in such form or document such confidential information, except directly to a governmental authority or

other Person subject to a reasonable confidentiality agreement. In addition, upon the written request of the Company or the Administrative Agent, each, Lender or the Administrative Agent shall provide any other certification, identification, information, documentation or other reporting requirement if (i) delivery thereof is required by a change in the law, regulation, administrative practice or any applicable tax treaty as a precondition to exemption from or a reduction in the rate of deduction or withholding; (ii) the Administrative Agent or Lender, as the case may be, is legally entitled to make delivery of such item; and (iii) delivery of such item will not result in material additional costs unless Company shall have agreed in writing to indemnify Lender or the Administrative Agent for such costs. Solely for the purposes of this subsection (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Additional Amounts Payable. Any Lender claiming any additional amounts payable pursuant to this Section 2.11 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender.

(h) Refund of Taxes. If any Lender or the Administrative Agent determines, in its sole discretion, that it has actually and finally received a refund of any Taxes paid or reimbursed by a Borrower pursuant to subsection (a) or (c) above in respect of payments under this Agreement or the other Loan Documents, such Lender or the Administrative Agent, as the case may be, shall pay to the applicable Borrower, with reasonable promptness following the date on which it actually receives such refund, an amount equal to such refund, net of all out-of-pocket expenses in securing such refund; provided, that the Company, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid (with interest and penalties) over to any Borrower to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such amount to such governmental authority. This Section 2.11(h) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrowers or any other person.

(i) Indemnification of Administrative Agent. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Taxes or Other Taxes attributable to such Lender (but only to the extent that any Borrower has not already indemnified the Administrative Agent for such Taxes and Other Taxes and without limiting the obligation of the Borrowers to do so) and (ii) any taxes excluded from the definition of Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Agent under this Section 2.11(i). For the avoidance of doubt, except as otherwise provided in Section 2.11(a), Section 2.11(b) and Section 2.11(c), nothing in this Section 2.11(i) shall result in any increase in the liability of any Borrower to any Lender or the Administrative Agent for Taxes or Other Taxes.

Section 2.12. Increased Costs; Capital Adequacy; Funding Exceptions.

(a) Increased Costs on LIBOR Rate. If Regulation D of the Board of Governors of the Federal Reserve System or after the date of this Agreement the adoption of any applicable law, rule or regulation, or any change in any existing law, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by a Lender with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency, shall:

(i) subject a Lender to or cause the withdrawal or termination of any exemption previously granted to a Lender with respect to, any tax, duty or other charge with respect to its Loans or its obligation to make Loans, or shall change the basis of taxation of payments to a Lender of the principal of or interest under this Agreement in respect of its Loans or its obligation to make Loans (except for changes in the rate of tax on the overall net income of a Lender imposed by the jurisdictions in which such Lender's principal executive office is located or in which such Lender is organized), or

(ii) impose, modify or deem applicable any reserve (including, without limitation, any reserve imposed by the Board of Governors of the Federal Reserve System, but excluding any reserve included in the determination of interest rates pursuant to Section 2.4), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, a Lender; or

(iii) impose on a Lender any other condition affecting its making, maintaining or funding of its Loans or its obligation to make Loans;

and the result of any of the foregoing is to increase the cost to an affected Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by such Lender under this Agreement or with respect to a Loan, then the affected Lender will notify the Administrative Borrower and the Administrative Agent of such increased cost and within fifteen (15) days after demand by such Lender (which demand shall be accompanied by a statement setting forth the basis of such demand) and the Borrowers shall pay to such Lender such additional amount or amounts as will compensate the Lender for such increased cost or such reduction. Each Lender will notify the Administrative Borrower of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender to compensation pursuant to this Section 2.12. The obligations of the Borrowers under this Section 2.12(a) shall survive any termination of this Agreement.

(b) Capital Adequacy. If a Lender determines at any time that such Lender's Return has been reduced as a result of any Capital Adequacy Rule Change, such Lender may require the Borrowers to pay to such Lender the amount necessary to restore such Lender's Return to what it would have been had there been no Capital Adequacy Rule Change. For purposes of this Section 2.12(b), the following definitions shall apply:

(i) "Return", for any fiscal quarter or shorter period, means the percentage determined by dividing (A) the sum of interest and ongoing fees earned by a Lender under this Agreement during such period by (B) the average capital such Lender is required to maintain during such period as a result of its being a party to this Agreement, as determined by such Lender based upon its total capital requirements and a reasonable attribution formula that takes account of the Capital Adequacy Rules then in effect. Return may be calculated for a Lender for each fiscal quarter and for the shorter period between the end of a fiscal quarter and the date of termination in whole of this Agreement.

(ii) "Capital Adequacy Rule" means any law, rule, regulation or guideline regarding capital adequacy that applies to a Lender, or the interpretation thereof by any Governmental Authority. Capital Adequacy Rules include rules requiring financial institutions to maintain total capital in amounts based upon percentages of outstanding loans, binding loan commitments and letters of credit.

(iii) "Capital Adequacy Rule Change" means any change in any Capital Adequacy Rule occurring after the date of this Agreement, but does not include any changes in applicable requirements that at the date hereof are scheduled to take place under the existing Capital Adequacy Rules or any increases in the capital that a Lender is required to maintain to the extent that the increases are required due to a regulatory authority's assessment of such Lender's financial condition.

The initial notice sent by a Lender shall be sent after such Lender learns that its Return has been reduced, shall include a demand for payment of the amount necessary to restore such Lender's Return through and including the quarter in which the notice is sent, and shall state in reasonable detail the cause for the reduction in such Lender's Return and such Lender's calculation of the amount of such reduction. Thereafter, a Lender may send a new notice during each fiscal quarter setting forth the calculation of the reduced Return for that quarter and including a demand for payment of the amount necessary to restore such Lender's Return for that quarter. A Lender's calculation in any such notice shall be conclusive and binding absent demonstrable error.

(c) Basis for Determining Interest Rate Inadequate or Unfair. If with respect to any Interest Period:

(i) the Administrative Agent determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that deposits in Dollars (in the applicable amounts) are not being offered in the London interbank eurodollar market for such Interest Period; or

(ii) the Administrative Agent otherwise determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that by reason of circumstances affecting the London interbank eurodollar market adequate and reasonable means do not exist for ascertaining the applicable LIBOR Rate; or

(iii) the Administrative Agent otherwise determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that the LIBOR Rate as determined by the Administrative Agent will not adequately and fairly reflect the cost to the Lenders of maintaining or funding a Loan for such Interest Period, or that the making or funding of Loans has become impracticable as a result of an event occurring after the date of this Agreement which in the opinion of such Lenders materially affects such Loans;

then the Administrative Agent shall promptly notify the affected parties and the Administrative Borrower shall enter into good faith negotiations with each affected Lender in order to determine an alternate method to determine the LIBOR Rate for such Lender.

(d) Illegality. In the event that any change in (including the adoption of any new) Applicable Laws, or any change in the interpretation of Applicable Laws by any Governmental Authority, including any central bank or comparable agency or any other regulatory body, charged with the

interpretation, implementation or administration thereof, or compliance by a Lender with any request or directive (whether or not having the force of law) of any such Governmental Authority, including any central bank or comparable agency or other regulatory body, should make it unlawful or, in the good faith judgment of the affected Lender, shall raise a substantial question as to whether it is unlawful, for such Lender to make, maintain or fund Loans, then (i) the affected Lender shall promptly notify the Administrative Borrower and the Administrative Agent, (ii) the obligation of the affected Lender to make Loans shall, upon the effectiveness of such event, be suspended for the duration of such unlawfulness, and (iii) the Borrowers shall prepay all applicable Loans of such Lender, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid.

(e) Procedures to Mitigate. If circumstances arise in respect of any Lender which would, or would upon the giving of notice, result in any liability of the Borrowers under Section 2.11 or this Section 2.12 then, without in any way limiting, reducing or otherwise qualifying the Borrowers' obligations under Section 2.11 or this Section 2.12, such Lender shall promptly, upon becoming aware of the same, notify the Administrative Agent and the Administrative Borrower thereof and shall, in consultation with the Administrative Agent and the Administrative Borrower and to the extent that it can do so without, in its reasonable judgment, disadvantaging itself, take such reasonable steps as may be available to it to mitigate the effects of such circumstances (including, without limitation, the designation of an alternate office or the transfer of its Loans to another office). If and so long as a Lender has been unable to take, or has not taken, steps reasonably acceptable to the Administrative Borrower and the Administrative Agent to mitigate the effect of the circumstances in question, such Lender shall be obliged, at the request of the Administrative Borrower or the Administrative Agent, to assign all its rights and obligations hereunder to another Person designated by the Administrative Agent, or the Administrative Borrower with the approval of the Administrative Agent (which shall not be unreasonably withheld or delayed), and willing to enter this Agreement in place of such Lender; provided that such Person satisfies all of the requirements of this Agreement, including, but not limited to, providing the forms and documents required by Section 8.12 and any such Person shall cover all costs incurred in connection with effecting such replacement.

Section 2.13. Funding Losses. Each Borrower hereby agrees that upon demand by any Lender (which demand shall be accompanied by a statement setting forth the basis for the calculations of the amount being claimed) such Borrower will indemnify such Lender against any loss or expense which such Lender may have sustained or incurred (including, without limitation, any net loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain Loans) or which such Lender may be deemed to have sustained or incurred, as reasonably determined by such Lender, (i) as a consequence of any failure by the Borrowers to make any payment when due of any amount due hereunder in connection with any Loans, or (ii) due to any failure of the Borrowers to borrow on a date specified therefor in a Notice of Borrowing. For this purpose, all notices under Section 2.2 shall be deemed to be irrevocable.

Section 2.14. Right of Lenders to Fund through Other Offices. Each Lender, if it so elects, may fulfill its agreements hereunder with respect to any Loan by causing a foreign branch or Affiliate of such Lender to make such Loan; provided, that in such event the obligation of the Borrowers to repay such Loan shall nevertheless be to such Lender and such Loan shall be deemed held by such Lender for the account of such branch or Affiliate.

Section 2.15. Discretion of Lenders as to Manner of Funding. Notwithstanding any provision of this Agreement to the contrary, each Lender shall be entitled to fund and maintain all or any part of its Loans in any manner it deems fit, it being understood, however, that for the purposes of this Agreement (specifically including, without limitation, Section 2.13 hereof) all determinations hereunder shall be made as if each Lender had actually funded and maintained each Loan during each Interest Period for such Loan through the purchase of deposits having a maturity corresponding to such Interest Period and bearing an interest rate equal to the appropriate LIBOR Rate for such Interest Period.

Section 2.16. Conclusiveness of Statements; Survival of Provisions. Determinations and statements of a Lender pursuant to Section 2.11, 2.12, or 2.13 shall be conclusive absent demonstrable error. Each Lender may use reasonable averaging and attribution methods in determining compensation pursuant to such Sections 2.11, 2.12, or 2.13 and the provisions of Sections 2.11, 2.12, and 2.13 and the obligations of the Borrowers thereunder shall survive termination of this Agreement.

Section 2.17. Protective Advances.

(a) The Administrative Agent hereby is authorized by each Borrower and the Lenders (but is not obligated to), from time to time in the Administrative Agent's sole discretion, (i) after the occurrence of a Default or an Event of Default, or (ii) at any time that any of the other applicable conditions precedent set forth in Article III are not satisfied, to make advances to the Borrowers on behalf of the Lenders that the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of repayment of the Obligations, or (C) to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including Agent Expenses (any of the advances described in this Section 2.17(a) shall be referred to as "Protective Advances"), which Protective Advances shall bear interest at all times at the same rate as would be applicable during the continuation of an Event of Default to the Loans, whether or not an Event of Default then exists.

(b) All payments on the Protective Advances shall be payable to the Administrative Agent solely for its own account. The principal of and accrued unpaid interest on the Protective Advances shall be payable on demand from time to time, and shall be secured by the Agent's Liens, not be subject to the pro rata payment provisions of this Agreement, and constitute Obligations hereunder. The provisions of this Section 2.17 are for the exclusive benefit of the Administrative Agent and the Lenders, and are not intended to benefit the Obligors in any way, and in no event shall a Borrower or any other Obligor be deemed a beneficiary of this Section nor authorized to enforce any of its terms.

Section 2.18. Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law (the "maximum rate"). If any Secured Party shall receive interest hereunder in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations or, if it exceeds such unpaid principal, refunded to the Administrative Borrower. In determining whether the interest contracted for, charged or received by a Secured Party exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 2.19. Defaulting Lenders. The failure of any Lender to fund a Loan or to otherwise perform its obligations hereunder (any Lender who fails to fund a Loan or to otherwise perform its obligations hereunder, a “Defaulting Lender”) shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender. The Lenders and the Administrative Agent agree (which agreement is solely among them, and not for the benefit of or enforceable by any Borrower or other Group Member) that, solely for purposes of determining a Defaulting Lender’s right to vote on matters relating to the Loan Documents and to share in payments, fees and Collateral proceeds thereunder, a Defaulting Lender shall not be deemed to be a “Lender” until all its defaulted obligations have been cured.

ARTICLE III
CONDITIONS OF LENDING

Section 3.1. Conditions Precedent to the Closing Date. The obligation of each Lender to make Loans on the Closing Date hereunder is subject to the satisfaction or due waiver of each of the following conditions precedent, in each case in form and substance satisfactory to the Administrative Agent:

(a) Certain Documents. The Administrative Agent shall have received on or prior to the Closing Date each of the following, each (in the case of clauses (i) through (iii), and (v) through (ix)) dated the Closing Date unless otherwise agreed by the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent:

(i) This Agreement, the Notes (if requested by any Lender) and each of the other Loan Documents, including, without limitation, the Security Agreement, the Intellectual Property Security Agreements, the Intercompany Subordination and Payment Agreement, in each case fully executed and delivered by all parties thereto;

(ii) Copies of all ABL DIP Credit Documents, including copies of all executed counterparts thereof where applicable;

(iii) A certificate or certificates of the Secretary or an Assistant Secretary of each Obligor, attesting to and attaching (i) a complete and correct copy of the corporate resolution of such Person authorizing the execution, delivery and performance of each Loan Document to which such Person is a party, certified as of the Closing Date as being in full force and effect without modification, amendment or revocation, (ii) the names, titles and signatures of the officers of such Person authorized to execute and deliver Loan Documents, (iii) a complete and correct copy of each Constituent Document of such Person (as in effect on the Closing Date) that is on file with any Governmental Authority in the jurisdiction, of organization of such Person, certified as of a recent date by such Governmental Authority, together with, if applicable, certificates attesting to the good standing of such Person in such jurisdiction and (iv) a complete and correct copy of each other Constituent Document of such Person (as in effect on the Closing Date);

(iv) [Reserved];

(v) A certificate of a Responsible Officer to the effect that each condition set forth in this Section 3.1 and Section 3.2 has been satisfied;

(vi) The executed and favorable legal opinions of counsel for the Obligors addressing such matters as the Administrative Agent may reasonably request;

(vii) Evidence of general liability insurance, property, casualty and business interruption insurance, product liability insurance, directors' and officers' liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation, in each case with respect to the insurance coverage required by Section 5.6, together with additional insured / lender's loss payee endorsements in favor of the Collateral Agent;

(viii) Copies of each of the Material Contracts, in form and substance satisfactory to the Administrative Agent in its sole discretion; and

(ix) Updates or modifications to the projected financial statements of the Borrowers and other Obligors previously received by the Administrative Agent, in each case in form and substance reasonably satisfactory to the Administrative Agent;

(b) The absence (i) since December 29, 2012, of any event or circumstance, including any event or circumstance generally affecting the industry or industries in which the Obligors operate, that could reasonably be expected to have a Material Adverse Effect, other than matters described in the Administrative Borrower's annual report on form 10K for the period ended April 30, 2012, or quarterly reports on form 10Q for the periods ending July 28, 2012 and October 27, 2012, which have been previously delivered to the Administrative Agent, and (ii) of any material pending or threatened litigation, proceeding, bankruptcy or insolvency, injunction, order or claims with respect to any Group Member, except as specified on Schedule 4.6.

(c) The absence, as of the Closing Date and after giving effect to all of the transactions contemplated hereby, including, without limitation, the payment of all Closing Date fees and expenses, of any Default or Event of Default under this Agreement or any default or violation (howsoever defined) under any other Material Contract of any Group Member (except for the filing, commencement and continuation of the Chapter 11 Cases and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom)).

(d) The Administrative Agent shall be satisfied that, subject only to the funding of any Revolving Loans hereunder, (i) the proceeds of the Revolving Loans are being applied in accordance with the provisions of Section 2.8, and (ii) all Related Transactions shall have been consummated or shall be consummated simultaneously with the closing of the transactions contemplated hereunder.

(e) The Administrative Agent shall be satisfied with the corporate structure, ultimate ownership and management of the Obligors (it being agreed that the current structure corporate structure and ultimate ownership as disclosed by the Administrative Borrower and its Affiliates to the Administrative Agent on or prior to January 28, 2013, is acceptable) and the management of the Obligors (it being agreed that the current management of the Obligors as disclosed by the Administrative Borrower and its Affiliates to the Administrative Agent on or prior to January 28, 2013, is acceptable).

(f) Appropriate UCC financing statements, Intellectual Property records and other filings shall have been duly filed (or, in the case of Intellectual Property records, shall have been prepared for filing in form and substance satisfactory to the Administrative Agent and executed and delivered to the Administrative Agent) in such office or offices as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the Collateral Agent's first priority Liens in and to the Term and Revolving Loan Priority Collateral and second priority Liens in and

to the ABL DIP Credit Priority Collateral, and the Administrative Agent shall have received searches reflecting the filing of all such financing statements, records and filings (except for such Intellectual Property records as have been prepared and delivered to the Administrative Agent but not filed) and the absence of any Liens other than Permitted Liens and Liens for which the Administrative Agent has received releases, terminations, and such other documents as the Administrative Agent may, in its sole discretion, request to evidence and effectuate the termination and release of such Liens and the termination of the financing arrangements that any Borrower or any other Obligor may currently have in place giving rise to such Liens. The Collateral Agent, for the benefit of itself and the Secured Parties, shall hold perfected and first priority Liens in and to the Term and Revolving Loan Priority Collateral and perfected second priority Liens in and to the ABL DIP Credit Priority Collateral, including (i) all personal property other than titled vehicles with an aggregate fair market value not to exceed \$200,000, and (ii) all fee owned Real Property owned by the Obligors, and the Administrative Agent shall have received such evidence of the foregoing as it requires.

(g) Payment by the Borrowers, on or prior to the Closing Date, of all fees and expenses owing and payable to the Agent, the Lenders and their respective Affiliates as of the Closing Date (including the Closing Fee) and, without duplication, all fees, expenses and other amounts payable set forth herein and costs and expenses incurred by the Agent, the Lenders, the Borrowers and/or their respective Affiliates in connection with the transactions contemplated hereby.

(h) [Reserved].

(i) Each Obligor shall have received all consents and authorizations required pursuant to any Material Contract with any other Person and shall have obtained all Permits of, and effected all notices to and filings with, any Governmental Authority, in each case, as may be necessary (i) in connection with continued operation of the business conducted by each Obligor in substantially the same manner as conducted prior to the Closing Date, or (ii) in connection with the consummation of the transactions contemplated in any Loan Document or Revolving Credit Document (including the Related Transactions). Each such consent, authorization and Permit shall be in full force and effect. All applicable waiting periods shall have expired without any action being taken or threatened by any competent authority or other applicable Person that would restrain, prevent or otherwise impose adverse conditions on the transactions contemplated by the Loan Documents or the ABL DIP Credit Documents or the Related Transactions. No action, request for stay, petition for review or rehearing, reconsideration, or appeal with respect to any of the foregoing shall be pending, and the time for any applicable Governmental Authority or other Person to take action to set aside its consent on its own motion shall have expired.

(j) The materials furnished to the Administrative Agent by the Obligors prior to and on the Closing Date, taken as a whole, shall have contained no misstatement of material fact and shall have omitted no material fact required to be stated in order to make the statements therein contained not misleading in light of the circumstances under which made. The Administrative Agent shall be reasonably satisfied that any financial statements and other financial information delivered to it by the Obligors fairly present the business and financial condition of the Obligors.

(k) The Administrative Agent shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the USA Patriot Act.

(l) An Acceptable Cash Management System shall have been entered into, and the Cash Management Accounts shall have been established, and all documentation relating to the foregoing shall have been executed and delivered to the Administrative Agent by all parties thereto.

(m) [Reserved]

(n) The Borrowers and the Administrative Agent shall have agreed upon an Approved Budget.

(o) The Borrowers shall have confirmed that the Prepetition Indebtedness (other than Intercompany Debt listed on Schedule 6.2 hereto) is not greater than \$200,000,000 and that the aggregate outstanding principal amount under the Prepetition Term Loan Agreement is not less than \$92,054,001.06.

(p) The Prepetition ABL Credit Lenders will have entered into ABL DIP Credit Documents acceptable to the Administrative Agent to provide the Borrowers with DIP financing that when combined with the obligations in respect of the Prepetition ABL Credit Documents will not exceed \$175,000,000.

(q) The Chapter 11 Cases shall have been commenced and all of the “first day orders” and all related pleadings to be entered at the time of commencement of the Chapter 11 Cases or shortly thereafter shall have been provided in advance to the Administrative Agent and shall be satisfactory in form and substance to the Administrative Agent in its sole discretion.

(r) Such other items as the Administrative Agent or the Required Lenders shall reasonably require.

Section 3.2. Additional Conditions Precedent to each Loan. The obligation of each Lender to make a Loan on or after the Closing Date, shall be subject to the satisfaction of each of the following further conditions precedent as of such date:

(a) the representations and warranties contained in Article IV hereof shall be true and correct in all material respects (without duplication of any materiality qualifier contained herein) as though made on and as of such date (and each Borrower shall be deemed to have so made each such representation and warranty on and as of such date).

(b) no event shall have occurred, or would result from the making of the Loans or the ABL DIP Credit Loans or consummation of the transactions contemplated by the Loan Documents and the ABL DIP Credit Documents or the Related Transactions that, with the giving of notice or lapse of time or both, if required, constitutes, or would give rise to, a Default or an Event of Default.

(c) With respect to the making of a Revolving Loan (except with respect to the Initial Borrowing on the Closing Date), the Administrative Agent shall have timely received a Notice of Borrowing in compliance with the terms hereof and a certificate as to Availability.

(d) no injunction, writ, judgment, decree, restraining order, or other order of any nature shall have been issued and remain in force by any Governmental Authority or arbitrator against any Obligor, the Agent, any Lender or the ABL DIP Agent or any ABL DIP Credit Lender or letter of credit issuing bank prohibiting or restraining, directly or indirectly, and no other legal bar shall exist directly or indirectly to, the making of such Loans or the ABL DIP Credit Loans or the consummation of the Related Transactions.

(e) With respect to the making of a Revolving Loan (other than the Initial Borrowing on the Closing Date), there shall be no ABL DIP Credit Agreement Availability as projected on the line item "Excess ABL Availability After Reserves and Minimum Liquidity" in the most recently delivered thirteen-week cash flow forecast in the Approved Budget; provided, however, the Administrative Agent may charge the Revolving Loan account at any time to pay for the current cash payments of all fees and expenses payable to the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders under the Prepetition Term Loan Documents (including, without limitation, the reasonable fees and disbursements of counsel, financial and other consultants for the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, arising before or after the Petition Date) or any Obligations hereunder.

(f) The making of such Loan shall not violate any requirement of Applicable Law and shall not be enjoined, temporarily, preliminarily or permanently.

(g) No Material Adverse Effect shall have occurred, other than the filing, commencement and continuation of the Chapter 11 Cases, and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom).

ARTICLE IV REPRESENTATIONS AND WARRANTIES

To induce the Agent and the Lenders to enter into this Agreement and to make Loans, each Group Member represents and warrants to the Agent and the Lenders that:

Section 4.1. Existence and Power; Good Standing; Compliance with Law. Each Group Member is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and, except as set forth on Schedule 4.1, is duly licensed or qualified to transact business in all jurisdictions where its assets are located, where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary and wherever otherwise necessary to carry out its business and operations. Upon entry of the DIP Order, each Group Member has all requisite power and authority, and the legal right, to conduct its business as currently and proposed to be conducted, to own, operate and pledge its properties and to execute and deliver, and to perform all of its obligations under, each of the Loan Documents and ABL DIP Credit Documents to which it is a party and to consummate the Related Transactions. Each Group Member is in compliance with all applicable Requirements of Law (including Requirements of Law relating to remittances, withholdings, source deductions and wages (including vacation pay and pension contributions)) and has all necessary Permits from or by, has made all necessary filings with, and has given all necessary notices to, each Governmental Authority having jurisdiction over it or its properties, to the extent required for such ownership, operation, pledge or conduct of business. Schedule 4.1 hereto contains, as of the date hereof, (i) a complete and accurate list, for each jurisdiction in which any Group Member operates, of the Permits held by each Group Member with respect to such jurisdiction and (ii) a complete and accurate list of all Permits issued by a Governmental Authority and held by a Group Member with respect to such Group Member's operations in any state or other jurisdiction generally.

Section 4.2. Authorization for Borrowings; No Conflict as to Law or Agreements. Subject to entry of the DIP Order, the execution and delivery by each Obligor of, and performance by such Obligor of its obligations under, each of the Loan Documents and ABL DIP Credit Documents to which it is a

party, and the Loans made hereunder, and the consummation of the Related Transactions, are within such Obligor's corporate, limited liability company or similar entity powers, have been duly authorized by all necessary corporate, limited liability or similar entity action in respect of such Obligor and do not and will not (i) require any authorization, consent or approval by, or registration, declaration or filing (other than filing of financing statements and mortgages as contemplated hereunder) with, or notice to, any Governmental Authority, any holders of Equity Interests in such Obligor, or any other Person, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained, accomplished or given prior to the date hereof, (ii) violate any Requirement of Law with respect to such Obligor or any of its Subsidiaries, (iii) conflict with or contravene such Obligor's Constituent Documents, (iv) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any indenture or loan or credit agreement or any other material agreement, lease or instrument to which such Obligor or any of its Subsidiaries is a party or by which it or its properties may be bound or affected (including the Loan Documents and the ABL DIP Credit Documents), or (v) result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned or hereafter acquired by such Obligor or any of its Subsidiaries (other than as required under the Loan Documents in favor of the Collateral Agent and the Secured Parties, and as required under the ABL DIP Credit Documents).

Section 4.3. Legal Agreements. Subject to entry of the DIP Order, each of the Loan Documents and ABL DIP Credit Documents to which any Obligor is a party constitutes the legal, valid and binding obligation and agreement of such Obligor, enforceable against such Obligor in accordance with its terms.

Section 4.4. Group Members; Subsidiaries; Equity Interests. Set forth on Part A of Schedule 4.4 hereto is a complete and correct list of all the Group Members and all Subsidiaries and joint ventures of any of them, reflecting, for each such Person as of the date of this Agreement, its legal name, jurisdiction of organization, the number of shares or units of each class of Equity Interests authorized (if applicable), the number of shares or units of each class of Equity Interests outstanding on the Closing Date and the number and percentage of the outstanding shares or units of each such class of Equity Interests owned (directly or indirectly) by each Borrower and each Guarantor. All outstanding Equity Interests in each such Person have been validly issued, are fully paid and non-assessable (to the extent applicable) and, except in the case of Equity Interests issued by the Administrative Borrower, are owned beneficially and of record by an Obligor free and clear of all Liens other than the security interests created by the Loan Documents and the ABL DIP Credit Documents, any non-consensual Liens arising as a matter of law and permitted under Section 6.1 and, in the case of joint ventures, Permitted Liens. Except as provided in Part B of Schedule 4.4, as of the Closing Date, there are no preemptive or other outstanding subscription or other rights, options, warrants, convertible interests, conversion rights, agreements to issue or sell or vote, phantom rights or powers of attorney other or similar agreements or understandings for the purchase or acquisition from any Group Member, or the voting, of any Equity Interests in any such Person or otherwise relating to the Equity Interests in any Group Member. Except as disclosed in Part C of Schedule 4.4, in the five years preceding the Closing Date, no Obligor and no Subsidiary has acquired any substantial assets from any other Person nor been the surviving entity in a merger or combination.

Section 4.5. Financial Condition; No Adverse Change; No Restricted Payments. The Administrative Borrower has furnished to the Administrative Agent various documents, files, materials, correspondence and other information regarding the business of Borrower and its Subsidiaries, including, without limitation, the audited financial statements for the fiscal year ended April 28, 2012, the unaudited consolidating financial statements for the fiscal year ended April 28, 2012, the unaudited consolidated and consolidating financial statements for each fiscal month and fiscal quarter ended after April 28, 2012 through the Closing Date, and financial projections through April 30, 2016 (the "Projections"). All such

documents, files, materials, correspondence and information (other than the Projections) are complete and correct as to the subject matter thereof (taken as a whole) in all respects as of the date made available to the Administrative Agent, do not contain any misstatement of material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading, fairly present in all material respects the financial condition of the Administrative Borrower and its Subsidiaries on the dates thereof and the results of operations for the periods then ended (subject to year-end audit adjustments) and were prepared in accordance with GAAP. The Projections have been prepared in good faith based upon reasonable estimates and assumptions stated therein, which the Administrative Borrower has determined to be reasonable and fair in light of the then current conditions and facts. Since December 29, 2012, other than the filing, commencement and continuation of the Chapter 11 Cases, and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom), there has not occurred any event, development or circumstance or other change in fact, that could, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. Since the Petition Date, no Group Member has directly or indirectly declared, ordered, paid or made, or set apart any sum or property for, any Restricted Payment or agreed to do so except as set forth on Schedule 4.5 or as permitted by Section 6.4.

Section 4.6. Litigation. Other than the filing, commencement and continuation of the Chapter 11 Cases and any litigation resulting therefrom, there are no actions, investigations, suits, audits, claims, demands, orders, disputes or proceedings pending or, to the knowledge of any Group Member, threatened against or affecting any Group Member or the properties of any of them before any Governmental Authority, that in each case (i) seek injunctive or similar relief or a monetary recovery against any Group Member in excess of \$50,000 or (ii) if adversely determined, could reasonably be expected to have a Material Adverse Effect; in each case, except as set forth and described in Schedule 4.6.

Section 4.7. Margin Regulations. No Group Member has engaged in, or will engage in, the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Loan or other extensions of credit hereunder will be used to purchase or carry any margin stock, or to extend credit to others for the purpose of purchasing or carrying any margin stock, in a manner that would result in a violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

Section 4.8. Taxes. Each Group Member has paid or caused to be paid to the proper Governmental Authorities all federal or national, state or provincial, and local taxes, domestic or foreign, required to be paid by it. Each Group Member has duly filed with the appropriate Governmental Authority all federal or national, state or provincial, local income, franchise and other tax returns, reports and statements (the “Tax Returns”), domestic or foreign, required to be filed by it, all such Tax Returns are true and correct in all material respects, and all taxes, charges and other impositions reflected therein or otherwise due and payable have been paid prior to the date on which any Liability may be added thereto for non-payment thereof except for those contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are maintained on the books of the appropriate Group Member in accordance with GAAP all of which are described in Schedule 4.8.

Section 4.9. Titles and Liens; Letters of Credit. Each of the Group Members has good and absolute title to all properties and assets reflected as being owned by such Person in the latest consolidating balance sheets referred to in Section 4.5 (including good record and marketable fee simple title to all Owned Real Property and valid leasehold interests in all Leased Real Property), and each Group Member has good and absolute title to all properties pledged by it, or a Lien on which is granted by it, pursuant to any Loan Document, in each case free and clear of all Liens, except for Permitted Liens. In addition, no financing statement or other Lien notice or recordation naming any Group Member as debtor is on file in any office except to perfect only Permitted Liens and precautionary filings for leases

and consignments. The Collateral Agent has a valid, perfected, first-priority (subject only to Permitted Senior Liens) and enforceable security interest in and Lien on the Collateral. As of the date hereof, no Obligor is the account party under any letter of credit other than (x) as listed and described on Schedule 4.9 or (y) as may be issued pursuant to and under the ABL DIP Credit Agreement.

Section 4.10. Employee Benefits Plans. Schedule 4.10 identifies each ERISA Plan as of the Closing Date. No ERISA Event has occurred or could reasonably be expected to occur with respect to an ERISA Plan. Full payment has been made of all amounts that a Controlled Group member is required, under Applicable Law or under the governing documents, to have paid as a contribution to or a benefit under each ERISA Plan. As of the most recent date of release of the financial statements for each Controlled Group member, the liability of such Controlled Group member with respect to each ERISA Plan has been fully funded based upon reasonable and proper actuarial assumptions or has been fully insured. No changes have occurred that would cause a material increase in the cost of providing benefits under any ERISA Plan. With respect to each ERISA Plan that is intended to be qualified under Section 401(a) of the IR Code: (a) such ERISA Plan and any associated trust operationally comply in all respects with the applicable requirements of Section 401(a) of the IR Code; (b) such ERISA Plan and any associated trust have been amended to comply with all such requirements as currently in effect, other than those requirements for which a retroactive amendment can be made within the “remedial amendment period” available under Section 401(b) of the IR Code (as extended under Treasury regulations and other Treasury pronouncements upon which taxpayers may rely); (c) such ERISA Plan and any associated trust have received a favorable determination or opinion letter from the IRS stating that such ERISA Plan qualifies under Section 401(a) of the IR Code, that the associated trust qualifies under Section 501(a) of the IR Code and, if applicable, that any cash or deferred arrangement under the ERISA Plan qualifies under Section 401(k) of the IR Code, unless such ERISA Plan was first adopted at a time for which the above-described “remedial amendment period” has not yet expired; (d) such ERISA Plan currently satisfies the requirements of Section 410(b) of the IR Code, without regard to any retroactive amendment that may be made within the above-described “remedial amendment period”; and (e) no contribution made to such ERISA Plan is subject to an excise tax under Section 4972 of the IR Code. With respect to any Pension Plan, there are no unfunded benefit liabilities as defined in Section 4001(a)(18) of ERISA and the “accumulated benefit obligation” with respect to such Pension Plan (as determined in accordance with Statement of Accounting Standards No. 87, “Employers’ Accounting for Pensions”) does not exceed the fair market value of Pension Plan assets.

Section 4.11. Default; Affiliate Transactions; Material Contracts. Each Group Member is in compliance with all provisions of all material agreements, instruments, decrees and orders (including the Loan Documents and the ABL DIP Credit Documents) to which it is a party or by which it or its property is bound or affected. Each representation, warranty and certification made by each Group Member under the ABL DIP Credit Documents was true and correct when made or deemed made. Except as set forth on Part A of Schedule 4.11, no Obligor has (i) any written agreements or binding arrangements of any kind with any Affiliate of any Obligor (except for another Obligor) or (ii) any management or consulting agreements of any kind. Part B of Schedule 4.11 contains a true, correct and complete list of all the Material Contracts (other than the Loan Documents and the ABL DIP Credit Documents) in effect as of the date hereof, and except as set forth on Part C of Schedule 4.11, all Material Contracts (including the Loan Documents and the ABL DIP Credit Documents) are in full force and effect and no defaults exist thereunder.

Section 4.12. Environmental Compliance. Each Group Member has obtained all Permits that are required under Environmental Laws at the facilities of such Group Member or any of its Subsidiaries or in connection with the operation of such facilities.

Except as disclosed in Schedule 4.12, each Group Member complies, and all activities of each Group Member at its respective facilities comply, and has or have complied for the past five years, with all Environmental Laws and with all terms and conditions of any required Permits applicable to such Group Member with respect thereto.

Except as disclosed in Schedule 4.12, each Group Member is in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which such Group Member is aware.

Except as disclosed in Schedule 4.12:

(i) no Group Member is aware of, nor has any Group Member received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any Liability under, any Environmental Laws, and each Group Member has maintained an environmental management system for its and each of its Subsidiaries' operations that demonstrates a commitment to environmental compliance and includes procedures for (a) preparing and updating written compliance manuals covering pertinent regulatory areas, (b) tracking changes in applicable Environmental Laws and modifying operations to comply with new requirements thereunder, (c) training employees to comply with applicable environmental requirements and updating such training as necessary, (d) performing regular internal compliance audits of each of its facility and ensuring correction of any incidents of non-compliance detected by means of such audits, and (e) reviewing the compliance status of off-site waste disposal facilities,

(ii) no Group Member is party to, and no Group Member is subject to or, with respect to any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member, the subject of, any pending or threatened order, action, suit, proceeding, claim, written demand, dispute or notice of violation or of potential Liability or similar notice under or pursuant to any Environmental Law,

(iii) no Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities has attached to any property of any Group Member and, to the knowledge of each Group Member, no facts, circumstances or conditions exist that could reasonably be expected to result in any such Lien attaching to any such property,

(iv) no Group Member has caused or permitted to occur a Release of Hazardous Substances at, to or from any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member and each such Real Property is free of contamination by any Hazardous Substances except for such Release or contamination that could not reasonably be expected to result in Environmental Liabilities of any Group Member,

(v) to the best of its knowledge, no Group Member nor any of its Subsidiaries has any unregistered underground storage tanks on or under any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member that are subject to any Environmental Laws, including underground storage tank laws or regulations,

(vi) no Group Member nor any of its Subsidiaries owns a storage tank facility,

(vii) no Group Member (x) is or has been engaged in, or has permitted any current or former tenant to engage in, operations, or (y) knows of any facts, circumstances or conditions, including receipt of any information request or notice of potential responsibility under CERCLA or similar Environmental Laws, that, in all cases in clause (x) or (y) above in the aggregate, could have a reasonable likelihood of resulting in material Environmental Liabilities, and

(viii) compliance with all requirements pursuant to or under Environmental Laws in effect on the date hereof.

Section 4.13. [Reserved].

Section 4.14. Real Estate.

(a) As of the date hereof, Part A of Schedule 4.14(a) hereto contains a true, accurate and complete list of all Owned Real Property and all Leased Real Property, which schedule sets forth for each such Real Property the facility designation, the current street address (including, the county (or other relevant jurisdiction) and state), whether such Real Property is Owned Real Property or Leased Real Property, the record owner thereof (in the case of Owned Real Property) and, if applicable, the name of each landlord and tenant thereof. As of the date hereof, Part B of Schedule 4.14(a) hereto contains a true, accurate and complete list of all Leases (together with all amendments, modifications, supplements, renewals or extensions of any thereof) affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the landlord or sublessor.

(b) Except as specified on Part A of Schedule 4.14(b) hereto, each Lease affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the tenant or subtenant is in full force and effect and no Obligor has knowledge of any default that has occurred and is continuing thereunder, and each such Lease constitutes the legally valid and binding obligation of the applicable Obligor, enforceable against such Obligor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(i) Except as specified on Part B of Schedule 4.14(b) hereto, each Lease affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the landlord or sublessor is in full force and effect and no Obligor has knowledge of any default that has occurred and is continuing thereunder, and each such Lease constitutes the legally valid and binding obligation of the applicable Obligor, enforceable against such Obligor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(c) As of the date hereof, Schedule 4.14(c) hereto contains a true, accurate and complete list of each location at which Inventory or equipment is located, specifying the character thereof in each case.

Section 4.15. Deposit Accounts and Securities Accounts. Schedule 4.15 hereto is a complete and correct list of all of the Obligors' deposit accounts and securities accounts as of the date of this Agreement, including, for each deposit account and securities account, (i) the name and contact details for the institution at which such account is maintained, (ii) the account name and number, and account type, and (iii) the purpose and use of such account.

Section 4.16. Labor Relations. No Group Member is aware that it is, or has within the last five years, engaged in any unfair labor practice. Except as set forth on Schedule 4.16A hereto, there is no unfair labor practice complaint or complaint of employment discrimination, or grievance or arbitration arising out of or under any collective bargaining agreement, pending against any Group Member, or, to the knowledge of the Group Members, threatened against any Group Member, before any Governmental Authority. There are no strikes, labor disputes, work stoppages, slowdowns or lockouts existing, pending (or, to the knowledge of any Group Member, threatened) against or involving any Group Member. As of the Closing Date, (a) there is no collective bargaining or similar agreement with any union, labor organization, works council or similar representative covering any employee of any Group Member, (b) except as set forth on Schedule 4.16B hereto, no petition for certification or election of any such representative is existing or pending with respect to any employee of any Group Member, and (c) no such representative has sought certification or recognition with respect to any employee of any Group Member. The Administrative Borrower covenants and agrees that it shall advise the Administrative Agent in writing of its becoming aware of the occurrence of any of the foregoing events or circumstances arising subsequent to the Closing Date, promptly, and in any event within five Business Days of obtaining knowledge thereof.

Section 4.17. Relevant Jurisdictions. Schedule 4.17 identifies in respect of each Group Member as of the date hereof, its jurisdiction of formation or organization, the full address (including postal code or zip code) of its chief executive office and all places of business and, if different, the address at which the books and records of such Group Member are located, the address at which senior management of such Group Member are located and conduct their deliberations and make their decisions with respect to the business of such Group Member, all jurisdictions in which such Group Member has property, and the address from which the invoices and accounts of such Group Member are issued.

Section 4.18. Intellectual Property. Each Group Member owns or licenses all Intellectual Property that is necessary for the conduct of its businesses as currently conducted. All items of Intellectual Property that have been either registered, or in respect of which a registration application has been filed, by any Group Member, as at the Closing Date, are listed on Schedule 4.18. Except as disclosed on Schedule 4.18, to the knowledge of each Group Member, (a) the conduct and operations of the businesses of each Group Member do not, and have not been alleged in writing by any other Person to, infringe, misappropriate, dilute, violate or otherwise impair any Intellectual Property rights of any other Person and (b) no other Person has contested any right, title or interest of any Group Member in, or relating to, any Intellectual Property. In addition, except as disclosed on Schedule 4.18, (x) there are no pending (or, to the knowledge of any Group Member, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting any Group Member with respect to, (y) no judgment or order regarding any such claim has been rendered by any competent Governmental Authority, and no settlement agreement or similar contractual obligation has been entered into by any Group Member, with respect to, and (z) no Group Member knows of any valid basis for any claim based on, any such infringement, misappropriation, dilution, violation or impairment or contest. None of the items of Intellectual Property of the Group Members that is registered (or for which an application for registration is pending) in any jurisdiction other than the United States and Canada is, singly or as a whole, of more than *de minimis* value or necessary for the conduct of any Group Member's business.

Section 4.19. Ownership. Schedule 4.19 identifies completely and accurately as at the Closing Date, to the best of the knowledge of the Responsible Officers of the Administrative Borrower, each Person that (a) Controls the Administrative Borrower or any Affiliate of the Administrative Borrower or (b) owns or controls more than 5.0% of the outstanding Equity Interests of the Administrative Borrower (each Person referred to in clause (a) or (b) above, a "Control Person").

Section 4.20. Restrictions on Subsidiaries. No Subsidiary of any Group Member is subject to any instrument, contractual obligation or agreement imposing restrictions or limitations of a type prohibited by Section 6.6(c) or Section 6.9.

Section 4.21. Insurance. The Group Members maintain insurance in accordance with the requirements of Section 5.6, including, as of the Closing Date, pursuant to the insurance policies described on Schedule 4.21, which Schedule sets forth in reasonable detail the name of the relevant insurance company, the type of policy, the coverage thereof and deductibles provided for therein, and the policy number. The insurance policies of the Group Members, pursuant to which such insurance is maintained, are valid and current, and subject to endorsements for the benefit of the Collateral Agent as required by Section 5.6.

Section 4.22. Schedules. All of the information that is required to be scheduled to this Agreement is set forth on the Schedules attached hereto, is correct and accurate and does not omit to state any information material thereto.

Section 4.23. Anti-Terrorism Laws.

(a) No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC, to the best knowledge of the Administrative Borrower after due inquiry) is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC, to the best knowledge of the Administrative Borrower after due inquiry) (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

(b) No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC for purposes of clauses (C), (D), and (F) below, to the best knowledge of the Administrative Borrower after due inquiry), or to any Group Member's knowledge, any of their respective agents acting or benefiting in any capacity in connection with the making of the Loans or the other transactions hereunder, is any of the following (each a "Blocked Person"): (A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (C) a Person with which any Agent or any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (E) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (F) a Person who is affiliated with a Person listed above.

Section 4.24. [Reserved].

Section 4.25. Surety Obligations. No Group Member is obligated as surety or indemnitor under any bond or other contract that assures payment or performance of any obligation of any Person, except as expressly permitted hereunder.

Section 4.26. Brokers. Except as disclosed on Schedule 4.26, there are no brokerage commissions, finder's fees or investment banking fees payable by any Group Member in connection with any transactions contemplated by the Loan Documents or the ABL DIP Credit Documents or the Related Transactions and each Obligor hereby jointly and severally indemnifies the Secured Parties against, and agrees that it will hold the Secured Parties harmless from, any claim, demand or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable fees, expenses and disbursements of counsel) arising in connection with any such claim, demand or liability.

Section 4.27. Burdensome Contracts. No Group Member is party or subject to any Restrictive Agreement, except (i) the Loan Documents and the ABL DIP Credit Documents, (ii) Restrictive Agreements with respect to specific property unencumbered to secure payment of particular Debt permitted hereby or to be sold pursuant to an executed agreement with respect to an asset Disposition permitted hereby, (iii) Restrictive Agreements evidencing restrictions by reason of customary provisions restricting assignments, subletting or other transfers contained in a Lease, or any other lease, license or similar agreement entered into in the ordinary course of business; provided that such restrictions are limited to the property secured by such Liens or the property subject to such Lease, lease, license or similar agreement, as the case may be, and (iv) as shown on Schedule 4.27. No such Restrictive Agreement prohibits the execution, delivery or performance of any Loan Document or Revolving Credit Document by a Group Member.

Section 4.28. Not a Regulated Entity. No Group Member is (a) an "investment company" or a "person directly or indirectly controlled by or acting on behalf of an investment company" within the meaning of the Investment Company Act of 1940; or (b) subject to regulation under any public utilities code or any other Applicable Law regarding its authority to incur Debt or grant Liens on its property.

Section 4.29. Payables Practices. Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, each Group Member has paid or discharged, or caused to be paid or discharged, when due (or, if earlier, prior to the date on which penalties attach thereto), (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it, (b) all federal, state, local and foreign taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a Lien or charge upon any of its properties; except, in each case, to the extent the amount, applicability or validity of any such tax, assessment, charge or claim was and is contested in good faith by appropriate proceedings diligently conducted and for which such Group Member, as applicable, set aside adequate reserves in accordance with GAAP.

Section 4.30. Criminal Charges. Other than as disclosed on Schedule 4.30, no Group Member, or any officer, director, member, executive board member or similar function-holder of any Group Member, is or has been under investigation by a Governmental Authority for, or has been indicted, arrested, or convicted of, or has settled (with or without an admission of guilt) any charges relating to, any criminal offense (whether a felony, misdemeanor, or other crime).

Section 4.31. Commodity Hedging. Giving effect to the Loans and ABL DIP Credit Loans to be made on the Closing Date and the use of the proceeds thereof, no Obligor has any Commodity Hedging Obligations.

Section 4.32. Complete Disclosure. The Loan Documents do not, when taken as a whole, contain any untrue statement of a material fact, or fail to disclose any material fact necessary to make the statements contained therein not materially misleading. To the best of each Obligor's knowledge, there is no fact or circumstance that any Obligor has failed to disclose to the Administrative Agent in writing that could reasonably be expected to have a Material Adverse Effect.

Section 4.33. Survival of Representations and Warranties. All representations and warranties made under this Agreement and the other Loan Documents shall survive, and not be waived by, the execution and delivery hereof by the Secured Parties, or any of them, any investigation or inquiry by any Secured Party, or the making of any Loan under this Agreement.

Section 4.34. Reorganization Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice for (x) the motion seeking approval of the Loan Documents and the Interim Order and Final Order, (y) the hearing for the approval of the Interim Order, and (z) the hearing for the approval of the Final Order will be given. The Borrowers shall give on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against the Borrowers now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to the Carve-Out and, solely to the extent required by the Intercreditor Agreement, the ABL DIP Credit Obligations.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral, subject, as to priority only, to the Carve-Out and the ABL DIP Credit Priority Collateral.

(d) The Interim Order (with respect to the period prior to entry of the Final Order) or the Final Order (with respect to the period on and after entry of the Final Order), as the case may be, is in full force and effect has not been reversed, stayed, modified or amended without the Agent's and Lenders' consent.

ARTICLE V
AFFIRMATIVE COVENANTS

From the date of this Agreement and thereafter until the Commitments are terminated or expire and the Loans and all other Obligations have been paid in full, unless the Required Lenders shall otherwise expressly consent in writing:

Section 5.1. Reporting Requirements. The Administrative Borrower (or any applicable Group Member) will deliver, or cause to be delivered, to the Administrative Agent, and the Administrative Agent will deliver, or caused to be delivered, to each Lender each of the following, which shall be in form and detail reasonably acceptable to the Required Lenders:

(a) as soon as available, and in any event within 90 days after the end of each fiscal year of the Administrative Borrower, annual financial statements of the Administrative Borrower and its Subsidiaries, prepared on a consolidated and consolidating basis, with the unqualified opinion of independent certified public accountants of recognized national standing selected by the Administrative Borrower and reasonably acceptable to the Administrative Agent (without a “going concern” or like qualification, assumption or exception and without any qualification or exception as to the scope of such audit; provided that the financial statements required by this Section 5.1(a) in respect of the fiscal year ending April 27, 2013 may contain a “going concern” or like qualification or exception relating solely to the commencement of the Chapter 11 Cases, and not resulting from a limitation of scope or the failure of such financial statements to present fairly, in all material respects, the financial position, results of operations, or cash flow of the Administrative Borrower and its subsidiaries in accordance with GAAP) to the effect that such financial statements present fairly in all material respects the financial condition, cash flow and results of operations of the Administrative Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, accompanied by any management letter, audit report or similar letter or report prepared by said accountants in connection with such financial statements or any audit thereof; which annual financial statements shall include the balance sheets of the Administrative Borrower and its Subsidiaries as at the end of such fiscal year and the related statements of income, retained earnings, cash flows and shareholder’s equity of the Administrative Borrower and its Subsidiaries for the fiscal year then ended, all in reasonable detail in form acceptable to Agent and prepared in accordance with GAAP;

(b) (i) as soon as available, and in any event within 30 days after the end of each fiscal month of the Administrative Borrower, internally prepared financial statements of the Administrative Borrower and its Subsidiaries and Business Segment Financial Statements and other operational and financial reporting required by the Administrative Agent, in each case in form and substance acceptable to the Administrative Agent, prepared on a consolidated and consolidating basis, as at the end of and for such month and for the year-to-date period then ended, in reasonable detail in form acceptable to the Administrative Agent, and the figures for the corresponding date and periods in the previous year on a monthly and year-to-date basis and for the corresponding date and periods in the then-applicable operating plan and projections delivered pursuant to Section 5.1(c), all prepared in accordance with GAAP, subject to year-end audit adjustments and the addition of footnotes, in each case accompanied by an analysis of material factors affecting the period and an MD&A of such financial statements for (w) the Administrative Borrower and its Subsidiaries on a consolidated basis, (x) the Accelerated Learning Business, (y) the Educational Resources Business, and (z) the Delta Business; (ii) as soon as available, and in any event within 45 days after the end of each fiscal quarter of the Administrative Borrower, internally prepared financial statements of the Administrative Borrower and its Subsidiaries and Business Segment Financial Statements in form and substance acceptable to the Administrative Agent, prepared on a consolidated and consolidating basis, as at the end of and for such quarter and for the year-to-date period then ended, in reasonable detail in form acceptable to the Administrative Agent, and the figures for the corresponding date and periods in the previous year on a quarterly and year-to-date basis and for the corresponding date and periods in the then-applicable operating plan and projections delivered pursuant to Section 5.1(c), all prepared in accordance with GAAP, subject to year-end audit adjustments and the addition of footnotes, in each case accompanied by an analysis of material factors affecting the period and an MD&A of such financial statements for (w) the Administrative Borrower and its Subsidiaries on a consolidated basis, (x) the Accelerated Learning Business, (y) the Educational Resources Business, and (z) the Delta Business and (iii) as soon as available, and in any event within 30 days after the end of each fiscal month of the Administrative Borrower, an updated six-month consolidated balance sheet, income statement and statement of cash flow of the Administrative Borrower and its Subsidiaries and income statements by Business Segment for the succeeding six-month period in form and substance satisfactory to the Administrative Agent, in its sole discretion.

(c) as soon as available, and in any event no later than May 30 of each fiscal year of the Administrative Borrower, a consolidated operating plan and projections for each of the Business Segments for the subsequent fiscal year, prepared on a monthly basis, which have been approved by the Administrative Borrower's board of directors (or equivalent body), in the same form as submitted to such board of directors or equivalent body and accompanied by such supporting calculations as may be requested by the Agent, and which present a good faith opinion as of the date made as to such projections, valuations and pro forma conditions and results, and as soon as available, and in any event no later than July 31 of each fiscal year, a copy of the annual auditor's report to the board of directors (or equivalent body); and as soon as available and in any event no later than October 31st of each fiscal year (but not prior to October 15th of such fiscal year) a reforecast of the previously delivered operating plan and projections for the businesses of the Administrative Borrower and its Subsidiaries as at June 30th of such year, which presents a good faith opinion as of the date made as to such projections, valuations and pro forma conditions;

(d) together with delivery of the financial statements described in Sections 5.1(a) and (b), a Compliance Certificate of the Chief Financial Officer of the Administrative Borrower stating (i) that such financial statements have been prepared in accordance with GAAP, and present fairly in all material respects the financial conditions, cash flow and results of operations of the Administrative Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject, in the case of financial statements described in Section 5.1(b), to normal year-end audit adjustments and the addition of footnotes, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder not theretofore reported and, if so, stating in reasonable detail the facts with respect thereto, and (iii) all relevant facts in reasonable detail to evidence, and the computations as to, whether the Administrative Borrower and its Subsidiaries are in compliance with the requirements set forth in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.12 and 6.16;

(e) together with each Compliance Certificate delivered pursuant to Section 5.1(d) above, a certificate, each in form and substance satisfactory to the Administrative Agent, by a Responsible Officer that (i) the information provided on Schedules 4.4, 4.6, 4.11, 4.12, 4.14, 4.15, 4.18, 4.19, 4.21 and 4.30 (or on updated schedules attached to such certificate, or the most recent updated schedules delivered pursuant to this clause (e)) is correct and complete in all material respects as of the date of such Compliance Certificate, (ii) the Obligors have delivered all documents (including updated schedules as to locations of Collateral and acquisition of Intellectual Property or Real Property) they are required to deliver pursuant to any Loan Document on or prior to the date of delivery of such Compliance Certificate, (iii) complete and correct copies of all documents modifying any term of any (A) Constituent Document of any Group Member or any Subsidiary or joint venture thereof on or prior to the date of delivery of such Compliance Certificate, and (B) Revolving Credit Document or other Material Contract, in each case, have been delivered to the Administrative Agent or are attached to such certificate;

(f) together with each Compliance Certificate delivered pursuant to clause (d) above, a discussion and analysis of the financial condition and results of operations of the Group Members for the portion of the fiscal year then elapsed and discussing the reasons for any significant variations from (i) the projections for such period delivered pursuant to clause (c) above, and (ii) the figures for the corresponding period in the previous fiscal year;

(g) together with each delivery of annual financial statements pursuant to clause (a) above, each in form reasonably satisfactory to the Administrative Agent and certified as complete and correct by a Responsible Officer as part of the Compliance Certificate delivered in connection with such financial statements, a summary of all material insurance coverage maintained as of the date thereof by any Group Member, together with such other information as the Administrative Agent may reasonably require;

(h) together with each delivery of annual financial statements pursuant to Section 5.1(a) above and each delivery of monthly and quarterly financial statements pursuant to Section 5.1(b) above, (i) a listing of government contracts of any Obligor subject to the Federal Assignment of Claims Act of 1940; and (ii) a list of any applications for the registration of any Intellectual Property filed by any Obligor with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the prior fiscal year or month, as applicable;

(i) as soon as possible, but in any event no later than three Business Days, after an officer of any Group Member obtains knowledge thereof, a notice of any written information, exhibit, or report furnished to the Administrative Agent or the Lenders having contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made (provided, that any such notification pursuant to this clause (i) will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto);

(j) as soon as possible, but in any event no later than three Business Days, after the commencement of, or any material developments in, any action, investigation, suit, proceeding, audit, claim, demand, order or dispute with, by or before any Governmental Authority affecting any Group Member, or any officer, director, member, executive board member or similar function-holder of any of them, or any property of any Group Member, of the type described in Section 4.6 or which (i) seeks injunctive or similar relief or a monetary recovery against any Group Member in excess of \$200,000 or (ii) if adversely determined, could reasonably be expected to have a Material Adverse Effect, notice of such commencement or development, together with a statement by a Responsible Officer setting forth reasonable detail thereof;

(k) as soon as possible, but in any event no later than two Business Days, after an officer of any Group Member obtains knowledge of the occurrence of a Default or Event of Default or default or event of default hereunder or under any Material Contract, or of the termination of any Material Contract, notice of such occurrence or termination, together with a detailed statement by a Responsible Officer setting forth the steps being taken by the Administrative Borrower or its Subsidiaries to cure the effect of any such Default or Event of Default or default or event of default;

(l) as soon as possible, but in any event no later than three Business Days, after an officer of any Group Member obtains knowledge of the occurrence of any event, or the existence of any circumstance, that would reasonably be expected to have a Material Adverse Effect, notice of such occurrence or existence, together with a detailed statement by a Responsible Officer setting forth the nature and anticipated effect thereof and any action proposed to be taken in connection therewith;

(m) as soon as possible, but in any event no later than five Business Days, after an officer of any Group Member obtains knowledge of the occurrence of any event reasonably expected to result in a mandatory payment of the Obligations pursuant to Section 2.9, notice of such occurrence, together with a detailed statement by a Responsible Officer setting forth, in the case of a transaction, the material terms and conditions of such transaction, and in any case estimating the Net Cash Proceeds thereof, if any;

(n) as soon as possible, but in any event no later than five Business Days, after (i) any Group Member knows or has reason to know that any Reportable Event with respect to any ERISA Plan has occurred, the statement of a Responsible Officer setting forth details as to such Reportable Event and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto, together with a copy of the notice of such Reportable Event to the PBGC, (ii) any Group Member fails to make any quarterly contribution required with respect to any ERISA Plan under the IR Code, as amended, the statement of a Responsible Officer setting forth details as to such failure and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto, together with a copy of any notice of such failure required to be provided to the PBGC, (iii) the commencement of any material labor dispute to which any Group Member is or may become a party, including any strikes, lockouts or other disputes relating to any of such Person's plants and other facilities, or the incurrence by any Group Member of any Worker Adjustment and Retraining Notification Act or related or similar liability incurred with respect to the closing of any plant or other facility of any such Person, the statement of a Responsible Officer setting forth details as to such dispute or liability and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto;

(o) as soon as possible, but in any event no later than five Business Days, after (i) any Group Member knows or has reason to know thereof, notice of (A) unpermitted Releases, (B) the receipt by any Group Member of any notice of violation of or potential Liability or similar notice under, or the existence of any condition that could reasonably be expected to result in violations of or Liabilities under, any Environmental Law or (C) the commencement of, or any material change to, any action, investigation, suit, proceeding, audit, claim, written demand, dispute alleging a violation of or Liability under any Environmental Law, that, for each of clauses (A), (B) and (C) above (and, in the case of clause (C), if adversely determined), in the aggregate for each such clause, could reasonably be expected to result in aggregate Environmental Liabilities, collectively for all such Environmental Liabilities, in excess of \$200,000, or resulting, in the aggregate, in Environmental Cash Expenses in excess of \$200,000 in any fiscal year of the Administrative Borrower, in each case net of Environmental Reimbursements in respect of such Environmental Liabilities, (ii) the receipt by any Group Member of notification that any property of any Group Member is subject to any Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities, notice thereof together with a copy of such notification, and (iii) any Group Member knows or has reason to know that any proposed acquisition or lease, license or other occupancy of Real Property has a reasonable likelihood of resulting in Environmental Liabilities, notice thereof together with the statement of a Responsible Officer setting forth details as to such transaction and such Environmental Liabilities;

(p) as soon as possible, but in any event no later than three Business Days, after any Group Member knowing or having reason to know thereof, notice of the violation by any Group Member of any Applicable Law that could have a Material Adverse Effect;

(q) as soon as possible, but in any event no later than two Business Days, after any Group Member knowing or having reason to know thereof, notice of (a) the creation, or filing with the Internal Revenue Service or any other Governmental Authority, of any contractual obligation or

other document extending, or having the effect of extending, the period for assessment or collection of any taxes with respect to any Group Member and

(b) the creation of any contractual obligation of any Group Member, or the receipt of any request directed to any Group Member, to make any adjustment under Section 481(a) of the IR Code, by reason of a change in accounting method or otherwise;

(r) as soon as possible, but in any event no later than one Business Day, after their distribution, copies of all (i) press releases concerning material developments in the business of the Group Members, (ii) financial statements, reports, proxy statements and other communications which the Administrative Borrower, any other Group Member, shall have sent to (x) its shareholders or any other stakeholders (including, without limitation, holders of Debt) or (y) the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., any securities exchange or any Governmental Authority exercising similar functions;

(s) as soon as possible, but in any event no later than three Business Days, after execution, receipt or delivery thereof, copies of any notices, demands, statements, certificates, reports, valuations, appraisals, Borrowing Base Certificates or other communications or documents that any Obligor executes, receives or delivers in connection with any ABL DIP Credit Documents or other Material Contracts; provided, that each Borrowing Base Certificate delivered by the Borrowers shall have at least the level of detail as, and shall reflect a calculation of the borrowing base using a methodology consistent with, the Borrowing Base Certificate delivered as of the Closing Date;

(t) as soon as possible, but in no event later than one Business Day, after any Group Member knowing or having reason to know thereof, notice of any reduction in the value of any Inventory, equipment, Real Property or other Collateral due to loss, damage, sale, transfer or other Disposition or conveyance (including, without limitation, by eminent domain or similar process) that could have a Material Adverse Effect;

(u) as soon as possible, but in any event no later than five Business Days, after management of any Group Member obtains knowledge thereof, the identity of each Person that obtains ownership or control of more than 5.0% of the outstanding Equity Interests of the Administrative Borrower;

(v) promptly, upon request of the Administrative Agent, a written statement duly acknowledged by the Borrowers setting forth the outstanding principal balance of the Revolving Loans and stating whether any offsets or defenses exist against the Obligations (whether or not any Borrower is entitled to utilize or rely on such offsets or defenses pursuant to the terms of this Agreement and the other Loan Documents);

(w) copies of all public filings made by any Group Member;

(x) such other information respecting the financial or other condition, and results of operations, of any Group Member, or the Collateral, as the Administrative Agent or the Required Lenders may from time to time reasonably request, including without limitation backup calculations for each Borrowing Base Certificate in at least the level of detail provided by the Borrowers to the ABL DIP Agent;

(y) (i) two Business Days prior to the Closing Date, the initial Approved Budget; (ii) no later than five Business Days prior to the beginning of each fiscal month (with the first such delivery date being February 25, 2013), an updated thirteen-week cash flow forecast for the succeeding

thirteen-week period in form and substance satisfactory to the Administrative Agent, in its sole discretion, which, upon acceptance by the Administrative Agent, shall become the thirteen-week cash flow forecast in the Approved Budget, and (iii) on or before 12:00 p.m. New York, New York time on the third Business Day following the end of each fiscal week (with the first such delivery date being February 6, 2013), a Variance Report, in form and substance satisfactory to the Administrative Agent, in its sole discretion, together with a certificate substantially in the form of Exhibit B jointly from the chief financial officer and chief restructuring officer as to the compliance with the requirements under Section 6.31.

(z) copies of all monthly reports, projections, or other information respecting Administrative Borrower's or any of its Subsidiaries' business or financial condition or prospects as well as all pleadings, motions, applications and judicial information filed by or on behalf of the Borrowers with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, at the time such document is filed with the Bankruptcy Court, or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee.

(aa) monthly at reasonable times upon the request of the Agent, confirmation of availability for, and arrange for, the chief executive officer, chief financial officer and chief restructuring officer and other members of management of the Borrowers to participate in a call with the Agent and the Lenders to discuss matters relating to the Borrowers.

(bb) (i) As soon as possible, but in any event no later than five Business Days after the Closing Date, a list describing (x) any actual or threatened termination, cancellation or limitation of, or modification to or change in, the business relationship, or any supply, sales or other agreement between (i) any Group Member, on the one hand, and any customer or any group thereof, on the other hand, whose agreements with any Group Member are individually or in the aggregate material to the business or operations of such Group Member, or (ii) any Group Member, on the one hand, and any supplier or any group thereof, on the other hand, whose agreements with any Group Member are individually or in the aggregate material to the business or operations of such Group Member and (y) the amount of revenues or purchases of the Group Members from such customer and/or supplier in the prior fiscal year, and (ii) as soon as possible, but in any event no later than one Business Day after any Group Member's knowledge of any such actual or threatened termination, cancellation, limitation, modification or change, a notice to the Administrative Agent describing the same and the amount of revenues or purchases of the Group Members from such customer and/or supplier in the prior fiscal year.

Section 5.2. Books and Records; Inspection and Examination; Appraisals.

(a) Each Obligor will, and will cause each of its Subsidiaries to, (i) keep accurate books of record and account for itself pertaining to its business, financial condition, financial transactions, assets and liabilities, and such other matters as the Administrative Agent may from time to time request, in which true and complete entries in all material respects will be made in accordance with GAAP consistently applied; (ii) upon the request of and reasonable notice by the Administrative Agent to the Administrative Borrower (which notice shall not be required during the continuance of an Event of Default), permit any officer, employee, attorney, agent, consultant, advisor or accountant of the Administrative Agent to audit, review, make extracts from or copy any and all of any Obligor's corporate (and similar), financial, operating and other books and records at all reasonable times during ordinary business hours (at the Borrowers' expense) and to discuss its affairs with any of its directors, officers, employees, attorneys, consultants, advisors or agents (collectively, a "Field Review"); provided that, so long as no Event of Default has

occurred and be continuing, the Administrative Agent shall be limited to two such Field Reviews during any twelve consecutive month period; and (iii) permit the Administrative Agent or its employees, accountants, attorneys, consultants, advisors or agents, to examine and inspect any of its property at any time during ordinary business hours upon reasonable advance notice (which notice shall not be required during the continuance of an Event of Default), and to communicate directly with any registered certified public accountants (including the Group Members' accountants). Upon prior notice to the Administrative Borrower, each Group Member shall authorize its respective registered certified public accountants to communicate directly with the Administrative Agent and to disclose to the Administrative Agent all financial statements and other documents and information as they might have and the Administrative Agent requests with respect to any Group Member.

(b) Without limitation of the provisions of Section 5.2(a), each Obligor will cooperate with the Administrative Agent in order to enable the Administrative Agent (or one or more third-parties engaged by the Administrative Agent) to complete collateral appraisals, examinations and audits of the Obligors' Inventory, Accounts, financial books and records and fixed assets as deemed necessary at any time and from time to time in the Administrative Agent's Permitted Discretion. The Borrowers shall reimburse the Administrative Agent for all reasonable costs and expenses associated with any such appraisals, examinations and/or audits, including, without limitation, the Administrative Agent's customary per diem charges for any employees, agents, consultant or advisors of the Administrative Agent conducting such appraisals, examinations and audits; provided, that, unless a Default or Event of Default has occurred, the Borrowers shall not be obligated to reimburse the Administrative Agent for more than one appraisal for each type of Collateral (including, without limitation, any such appraisal with respect to each of Accounts, Inventory, Real Property and equipment) during any twelve consecutive month period commencing after the Closing Date.

Section 5.3. Compliance with Laws. Except as otherwise permitted by the Bankruptcy Code or pursuant to any order of the Bankruptcy Court, which order shall be in form and substance acceptable to the Administrative Agent, each Obligor will, and will cause each of its Subsidiaries to, (a) comply in all material respects with all Requirements of Law, including without limitation Environmental Laws, (b) use and keep its assets, and require that others use and keep its assets, only for lawful purposes, without violation of any material Applicable Law, or any Applicable Law the violation of which could have a Material Adverse Effect.

Section 5.4. Payment of Taxes and Other Claims; Environmental Compliance Payments. Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, each Obligor will, and will cause each of its Subsidiaries to, pay or discharge, or cause to be paid or discharged, when due (or, if earlier, prior to the date on which penalties attach thereto or the obligee thereof may exercise remedies under or in respect of any Lien securing such amounts), (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it, (b) all federal, state, local and foreign taxes required to be withheld by it, and (c) all lawful claims for labor, materials, services and supplies which, if owing or unpaid, might by law become a Lien or charge upon any of its properties (including without limitation any claim that might result in a Lien of the types described in clause (c) of the definition of Permitted Liens); provided that, no Obligor shall be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings diligently conducted and for which such Obligor, as applicable, has set aside adequate reserves in accordance with GAAP, provided that no exercise of remedies under or in respect of any Lien securing such amounts shall have been commenced, and provided further that any Lien that arises or may exist in respect thereof is a Permitted Lien.

Section 5.5. Maintenance of Properties; Material Contracts.

Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, excused by the Bankruptcy Code, or caused by the filing, commencement and continuation of the Chapter 11 Cases and effect thereof (including any litigation resulting therefrom), each Obligor will, and will cause each of its Subsidiaries to, keep and maintain all of its properties necessary or useful in its business in good condition, repair and working order (normal wear and tear excepted); provided, however, that nothing in this Section 5.5 shall prevent any Group Member from discontinuing the operation and maintenance of any of its properties if such discontinuance is, in the reasonable judgment of such Group Member, desirable in the conduct of its business and not disadvantageous in any respect to the Secured Parties.

(a) Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, excused by the Bankruptcy Code, or caused by the filing, commencement and continuation of the Chapter 11 Cases and effect thereof (including any litigation resulting therefrom), each Obligor will, and will cause each of its Subsidiaries to, maintain in full force and effect all Material Contracts (and in furtherance thereof to fulfill of its obligations thereunder), in each case necessary or useful for the conduct of its businesses as presently conducted.

Section 5.6. Insurance. Each Obligor will, and will cause each of its Subsidiaries to, at the Group Members' expense, (i) maintain in full force and effect insurance respecting each of the Group Members and their assets wherever located, covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses, (ii) maintain in full force and effect (with respect to each of the Group Members) business interruption insurance, general liability insurance, product liability insurance, directors' and officers' liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation, and (iii) if at any time the area in which any Real Property encumbered by a Mortgage is located is designated (1) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and if available in the community in which the Real Property is located, obtain flood insurance in such total amount as the Collateral Agent may from time to time require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time, or (2) a "Zone 1" area, obtain earthquake insurance in such total amount as the Collateral Agent may from time to time require. All such policies of insurance shall be with responsible, financially sound and reputable insurance companies acceptable to the Administrative Agent and in such amounts, and subject to such deductibles, as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and in any event in amount, adequacy and scope reasonably satisfactory to the Administrative Agent. All property insurance policies covering the Term and Revolving Loan Priority Collateral shall be made payable first to the Collateral Agent for the benefit of the Secured Parties and, secondarily, to the ABL DIP Agent for the benefit of the ABL DIP Credit Lender and all property insurance policies covering the ABL DIP Credit Priority Collateral shall be made payable first to the ABL DIP Agent for the benefit of the ABL DIP Credit Lender and, secondarily, to the Agent for the benefit of the Secured Parties, and all in case of loss, pursuant to a standard loss payable endorsement (notwithstanding a breach of the policy by the insured party) with a standard non-contributory "lender" or "secured party" clause and shall contain such other provisions as the Administrative Agent may require to fully protect the Secured Parties' interest in the Collateral and in any payments to be made under such policies. All certificates of property insurance in respect of the Collateral and general liability insurance are to be delivered to the Collateral Agent, with loss payable or mortgagee (in respect of Collateral) and additional insured endorsements in favor of the Collateral Agent for the benefit of the Secured Parties, subject to the Intercreditor Agreement, and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to the

Administrative Agent of the exercise of any right of cancellation. If any Group Member fails to maintain such insurance, the Administrative Agent may arrange for such insurance, but at the Borrowers' expense and without any responsibility on the Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence of an Event of Default, the Collateral Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies, subject to the rights of the ABL DIP Agent under the Intercreditor Agreement.

Section 5.7. Preservation of Existence. Each Borrower will, and will cause each of its Subsidiaries (subject to Section 6.7) to, preserve and maintain its corporate or limited liability company (or other organizational) existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business, and conduct its business in an orderly, efficient and regular manner.

Section 5.8. Subsidiaries. At the time that any Group Member forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, such Group Member shall (a) at the time of such formation or acquisition (or such later date as permitted by the Administrative Agent in its sole discretion) cause any such new Subsidiary (unless it is a CFC (as defined in the Security Agreement) and to the extent that the taking of the actions described below with respect to such Subsidiary would result in adverse tax consequences to any of the Group Members) to provide to the Administrative Agent a joinder and supplement to this Agreement substantially in the form of Exhibit C (each, a "Guaranty Supplement"), pursuant to which such Subsidiary shall agree to join as a Guarantor of the Obligations under Article IX and as an Obligor under this Agreement, a joinder to the Security Agreement, together with all other security documents (including Mortgages and other items in accordance with Section 5.11 and Section 5.14 with respect to any Real Property owned in fee of such new Subsidiary and any Leased Real Property of such Subsidiary), as well as appropriate financing statements (and with respect to all property subject to a mortgage, fixture filings), all in form and substance satisfactory to the Administrative Agent, sufficient to grant the Collateral Agent a first priority Lien (subject to Permitted Senior Liens) in and to the property of such newly formed or acquired Subsidiary, together with title insurance policies, Surveys, environmental reports, flood determinations, evidence of flood insurance (if applicable), landlord's waivers, certified resolutions and other Constituent Documents, opinions, and other documents as may be requested by the Agent, (b) at the time of such formation or acquisition (or such later date as permitted by the Administrative Agent in its sole discretion) provide to the Administrative Agent a pledge agreement and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interests and other Equity Interests owned by the Obligors in such new Subsidiary reasonably satisfactory to the Administrative Agent (provided that if such Subsidiary is a CFC (as defined in the Security Agreement) and to the extent that a pledge of more than 65% of the outstanding voting Equity Interests in such Subsidiary would result in adverse tax consequences to any of the Group Members, no more than 65% of the outstanding voting Equity Interests in such Subsidiary shall be required to be so pledged), and (c) at the time of such formation or acquisition (or such later date as permitted by Agent in its sole discretion) provide to the Administrative Agent all other documentation, including one or more opinions of counsel reasonably satisfactory to the Administrative Agent, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above (including policies of title insurance or other documentation with respect to all Real Property with a value in excess of \$200,000 owned in fee and subject to a Mortgage). Any document, agreement, or instrument executed or issued pursuant to this Section 5.8 shall be a Loan Document. Nothing contained in this Section 5.8 shall permit the formation or acquisition of a Subsidiary to the extent not permitted by, or to the extent prohibited elsewhere in, this Agreement or any other Loan Document.

Section 5.9. Permits. Each Group Member will, and will cause each of its Subsidiaries to, obtain all Permits that are required under Applicable Law or under contract to continue to operate the business of the Group Members as currently operated, or that are otherwise required by the Administrative Agent, and in furtherance thereof to make all necessary or appropriate filings with, and give all required notices to, Government Authorities in respect thereof.

Section 5.10. Lender Group Meetings. The Administrative Borrower will (and will cause key management of each Group Member to), within 30 days after any request of the Administrative Agent, hold a meeting (at a mutually agreeable location and time or, at the option of the Agent, by conference call) with all Secured Parties who choose to attend such meeting, at which meeting shall be reviewed the financial results and financial condition of the Group Members and such other matters as the Administrative Agent may reasonably request; provided, that, unless a Default or Event of Default exists, no more than two such meetings shall be required, and in addition thereto, no more than two such lender calls, during any twelve consecutive month period commencing after the Closing Date.

Section 5.11. Real Estate.

(a) From and after the date hereof, in the event that (i) any Borrower or other Obligor acquires (x) in fee, any Real Property with a value in excess of \$200,000, or (y) by lease, any Real Property in connection with which the gross rental payments are in excess of \$100,000 annually and for which the term of the leasehold (giving effect to any renewals and extensions at the option of the Obligors) is two years or longer, or (ii) at the time any Person becomes a Borrower or other Obligor, such Person owns or holds any Real Property (excluding any Real Property in respect of which the Administrative Agent determines, in its sole discretion, that the provision of a Mortgage (any such Real Property not so excluded, an “Additional Mortgaged Property”)), the Administrative Borrower shall grant (or cause the relevant Obligor to grant), within 30 days (subject to extension by the Administrative Agent in the Administrative Agent’s sole discretion) after such Person acquires or holds such Real Property or becomes an Obligor, as the case may be, a security interest in and Mortgage on such Additional Mortgaged Property *mutatis mutandis*, in respect of such Additional Mortgaged Property as the Administrative Agent may require.

(b) Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code or excused by the Bankruptcy Code, each Obligor shall make all payments and otherwise perform all obligations in respect of all Leases to which the Obligor or any of its Subsidiaries is a party, keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, notify the Administrative Agent of any default by any party with respect to such Leases and cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so.

Section 5.12. Deposit Accounts and Securities Accounts; Cash Management.

(a) Each Obligor shall maintain its deposit accounts and securities accounts in a manner satisfactory to the Administrative Agent, subject to an acceptable cash management system that provides the Collateral Agent with perfection of its Lien on and in the funds on deposit in any deposit account under the UCC pursuant to Control Agreements and is otherwise as set forth on Schedule 5.12, as such Schedule may be updated from time to time by the Administrative Agent in its sole discretion (the “Acceptable Cash Management System”). Prior to any Obligor’s establishment or acquisition of any deposit account or securities account after the date of this Agreement (other than Excluded Accounts (as defined in the Security Agreement)), the Administrative Borrower shall arrange for the delivery to the Administrative Agent of a Control

Agreement with respect to such deposit account or securities account. Prior to any Obligor's (i) establishment or acquisition of any deposit account or securities account after the date of this Agreement, that is a Non-Controlled Account, or (ii) transfer of any funds from any account to any Non-Controlled Account, or (iii) changing banking practices for any facility from the deposit of funds into banking accounts governed by a Control Agreement to the depositing of any funds into Non-Controlled Accounts, in each case in clause (i), (ii) and (iii) the Administrative Borrower shall obtain the prior written consent of the Administrative Agent.

(b) There shall not be on deposit in any Non-Controlled Accounts any funds of any Group Member. Promptly after the Closing Date each Obligor shall, and shall cause each of its Subsidiaries to, cause all payments on Accounts and all payments constituting proceeds of Inventory and other Collateral in the form in which such payments are made, whether by cash, check, credit card sales drafts, credit card sales, charge slips or any other manner whatsoever (collectively, "Receipts"), to be sent directly into deposit accounts that are subject to Control Agreements and are part of the Acceptable Cash Management System. If and to the extent that any Receipts come into the possession or control of any of the Obligors, all such Receipts shall be held in trust for the Collateral Agent as the property of the Agent, for the benefit of the Secured Parties, and shall be promptly deposited into one or more deposit accounts subject to a Control Agreement.

(c) Subject to the rights of the Obligors hereunder, the Obligors agree that all deposits made in, and payments made to, a deposit account and other funds received and collected by the Agent, whether on the Accounts or as proceeds of Inventory or other Collateral or otherwise, except for Excluded Accounts (as defined in the Security Agreement) shall be the collateral of the Collateral Agent and the ABL DIP Agent, subject to the Intercreditor Agreement, under the sole dominion and control of the ABL DIP Agent or the Agent.

(d) The Borrowers jointly and severally agree to reimburse the Administrative Agent on demand for any amounts owed or paid to any financial institution or other Person involved in the transfer of funds to or from the deposit accounts arising out of the Administrative Agent's payments to or indemnification of such financial institution or other Person. The obligation of the Borrowers to reimburse the Administrative Agent, for such amounts pursuant to this Section 5.12, shall survive the termination or non-renewal of this Agreement.

Section 5.13. Inventory Sold on Consignment. Prior to or simultaneously with any Obligor selling Inventory to any third party on consignment ("Consigned Goods"), the Obligors shall have taken all steps necessary, including the filing of UCC-1 financing statements and the giving of notices in accordance with the UCC, to perfect its security interest in such Consigned Goods. No later than 10 calendar days after receipt of such Consigned Goods by the applicable consignee, the Administrative Agent shall have received copies of all UCC-1 and other financing statements filed in favor of any Borrower with respect to each location, if any, at which Consigned Goods may be located.

Section 5.14. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Obligor will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate, in the Administrative Agent's Permitted Discretion, to effectuate and perform its obligations under this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby, including execution, delivery and filing, where applicable, of all documents requested by the Administrative Agent or Collateral Agent appropriate to grant and perfect Liens on all property of the Obligors in favor of the Collateral Agent to secure the Obligations, having first priority (subject only to Permitted Senior Liens).

Section 5.15. ERISA Compliance.

(a) The Administrative Borrower will not, and will not permit any member of the Controlled Group to, incur any accumulated funding deficiency with the meaning of ERISA, or any material liability to the PBGC or fail to make any minimum required contribution (under Section 430 of the IR Code) with respect to any Pension Plan.

(b) The Administrative Borrower will furnish to the Administrative Agent (i) as soon as possible and in any event within five (5) Business Days after a Responsible Officer knows of any Reportable Event with respect to any ERISA Plan, a statement of a Responsible Officer, setting forth details as to such Reportable Event and the action that the Administrative Borrower proposes to take with respect thereto, together with a copy of the notice of such Reportable Event given to the PBGC if a copy of such notice is available to the Administrative Borrower, and (ii) promptly after receipt thereof, a copy of any notice the Administrative Borrower or any member of the Controlled Group may receive from the PBGC or the IRS with respect to any ERISA Plan administered by the Administrative Borrower or any other member of the Controlled Group; provided that clause (ii) shall not apply to notices of general application promulgated by the PBGC or the IRS.

(c) The Administrative Borrower will promptly notify the Administrative Agent of any taxes, fines or penalties assessed or proposed to be assessed against the Administrative Borrower or other member of the Controlled Group by the IRS or the U.S. Department of Labor with respect to any ERISA Plan as a result of a violation of the IR Code or ERISA.

(d) The Administrative Borrower will, as soon as practicable, and in any event within five (5) Business Days after the Administrative Borrower becomes aware that an ERISA Event has occurred, provide the Administrative Agent with a certificate of a Responsible Officer setting forth the details of the event and the action the Administrative Borrower proposes to take with respect thereto.

(e) The Administrative Borrower will, at the request of the Administrative Agent, deliver, or cause to be delivered, to the Administrative Agent true and correct copies of any documents relating to any ERISA Plan.

Section 5.16. [Reserved].

Section 5.17. [Reserved].

Section 5.18. Milestones. The Administrative Borrower shall comply with the milestones set forth in Schedule 5.18 with respect to the Bayside Sale (the "Milestones").

Section 5.19. Chief Restructuring Officer. Borrowers will continue to appoint, retain and engage a representative of Alvarez & Marsal to serve as chief restructuring officer on terms and conditions acceptable to the Administrative Agent, which will include, without limitation, assisting Borrowers in the management of their businesses, preparation of forecasts and projections, and the formulation and implementation of strategic initiatives in connection with the Chapter 11 Cases. Borrowers hereby and will continue to authorize and instruct the chief restructuring officer to (a) share with the Administrative Agent and Lenders all budgets, records, projections, financial information, reports and other information relating to the Collateral, the financial condition, operations and the sale, marketing or reorganization process of the

Borrowers' businesses and assets as requested from time to time, except to the extent access to such information would compromise the Borrowers' attorney-client privilege and (b) make himself available to the Administrative Agent and the Lenders as reasonably requested by the the Administrative Agent and the Lenders. Borrowers will provide the chief restructuring officer, complete access to all of the Borrowers' books and records, all of Borrowers' premises and to Borrowers' management as and when deemed necessary by the chief restructuring officer or the Administrative Agent.

ARTICLE VI

NEGATIVE COVENANTS

From the date of this Agreement and thereafter until the Commitments are terminated or expire, and the Loans and all other Obligations have been paid in full, unless the Required Lenders shall otherwise expressly consent in writing:

Section 6.1. Liens. The Obligors will not, and will not permit any Subsidiary to, (i) create, incur or suffer to exist any Lien upon or on any assets (including any document or instrument in respect of goods or accounts receivable) of any Obligor or any such Subsidiary, now owned or hereafter acquired, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such asset, income or profits under the UCC or under any similar recording or notice statute, except for Permitted Liens, or permit any such Lien to have priority over the Liens on the Collateral created by the Loan Documents other than Permitted Senior Liens, or permit any such Lien to have priority over the Liens on the Collateral created by the ABL DIP Credit Documents other than Permitted Senior Liens and the Liens created by the Loan Documents, or (ii) enter into, or suffer to exist, any control agreements (as such term is defined in the UCC), other than Control Agreements entered into pursuant to this Agreement or the Security Agreement or the ABL DIP Credit Agreement or other ABL DIP Credit Documents.

The prohibition provided for in this Section 6.1 specifically includes, without limitation, any effort by the Borrower, any Committee, or any other party-in-interest in any Chapter 11 Case to create any Liens that prime, or are senior or pari passu with, any claims, Liens or interests of the Agent and Lenders (other than for the Carve-Out and the Liens with respect to the ABL DIP Credit Priority Collateral) irrespective of whether such claims, Liens or interests may be "adequately protected".

Section 6.2. Debt; Surety Bonds. The Obligors will not, and will not permit any Subsidiary to, incur, create, assume, permit or suffer to exist, any Debt, except for Permitted Debt. The Obligors will not, and will not permit any Subsidiary to, be or remain liable with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee or similar obligations (whether or not drawn) except for Permitted Surety Bonds in an aggregate amount not in excess of \$30,000,000 at any time.

Section 6.3. Investments. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, purchase or hold beneficially any Equity Interests or other securities or Debt of, make or permit to exist any loans or advances to, or create or acquire any Subsidiary or acquire all or substantially all the business, property or fixed assets of, or any division or line of business of, or make any other investment or acquire any other interest whatsoever in, any other Person, except:

- (a) investments in cash and Cash Equivalents that are subject to a Control Agreement;
- (b) Intercompany Debt owed by (i) an Obligor to another Obligor, (ii) a Non-Obligor to another Non-Obligor, or (iii) an Obligor to a Non-Obligor; provided, that all Intercompany Debt owing from an Obligor to another Obligor or to a Non-Obligor shall be subject to the terms of the Intercompany Subordination and Payment Agreement;

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- (c) investments in existence on the date of this Agreement and listed on Schedule 6.3;
 - (d) investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;
 - (e) advances made in connection with purchases of goods or services in the ordinary course of business;
 - (f) investments received in settlement of amounts due to any Obligor or any of its Subsidiaries effected in the ordinary course of business or owing to any Obligor or any of its Subsidiaries as a result of insolvency proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of an Obligor or its Subsidiaries;
 - (g) [Reserved];
 - (h) [Reserved];
 - (i) deposits of cash outstanding on the Petition Date made in the ordinary course of business to secure performance of operating leases;
 - (j) [Reserved];
 - (k) [Reserved];
 - (l) Permitted LC Collateral; and
 - (m) [Reserved].

Section 6.4. Restricted Payments; Payments on Subordinated Debt and Other Debt.

(a) The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any Restricted Payments or set aside funds for the making of Restricted Payments, except, so long as no Default or Event of Default has occurred and is continuing or would be caused thereby:

(i) distributions and dividends by any Subsidiaries of the Administrative Borrower to any Obligor; and

(ii) [Reserved].

(b) Subject to Section 6.4(c), the Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for (i) any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to (A) any Subordinated Debt or (B) any Permitted Debt referred to in clauses (a), (b), (f) or (g) of the definition thereof, or (ii) any scheduled payment, redemption or retirement of or with respect to any Subordinated Debt

(c) The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to the 2011 Convertible Subordinated Debentures.

Section 6.5. Sale or Transfer of Assets; Suspension of Business Operations. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, Dispose of all or any part of their properties or any interest therein (whether in one transaction or in a series of transactions) to any other Person, or materially reduce, or suspend, their business activities except in connection with a transaction permitted by Section 6.7; provided, however, that the restrictions contained in this Section 6.5 shall not apply to:

- (a) the conveyance, lease or transfer of all or part of its properties by (i) an Obligor to another Obligor, (ii) a Non-Obligor to an Obligor, or (iii) a Non-Obligor to another Non-Obligor;
- (b) sales of Inventory to non-Affiliates in the ordinary course of business upon fair and reasonable terms not less favorable to the applicable Obligor or such Subsidiary than could be obtained on an arm's-length basis from another unrelated third party;
- (c) sales or leases to non-Affiliates of surplus, obsolete or worn out assets, not used or useful in such Obligor's business, in the ordinary course of business; provided that the aggregate fair market value of all such property so disposed of by the Obligors, at the time of disposal, shall not exceed \$200,000 in any fiscal year;
- (d) Intercompany Debt permitted under Section 6.3;
- (e) [Reserved];
- (f) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;
- (g) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;
- (h) The granting of Permitted Liens;
- (i) The subleasing of the improved real property located at 101 Almgren Drive, Agawam, MA 01001 under the terms of a Sublease dated 12/31/2004 and effective 01/07/2005 by and between School Specialty, Inc. as Sublessor and Vaupell Holdings, Inc. as Sublessee;
- (j) Leasing of science kits in connection with the refurbishment business of the Administrative Borrower and the Subsidiaries;
- (k) [Reserved];
- (l) [Reserved];
- (m) [Reserved];
- (n) [Reserved];
- (o) [Reserved];
- (p) [Reserved];

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- (q) [Reserved]; and
 - (r) the Bayside Sale.

Section 6.6. Restrictions on Issuance and Sale of Subsidiary Stock; Agreements Binding on Subsidiaries. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly:

- (a) issue or sell any Equity Interests of any class of any Subsidiary to any Person other than an Obligor;
- (b) Dispose of any Equity Interests of any class of any Subsidiary; or
- (c) enter into, or be otherwise subject to, any instrument, contract or other agreement (including its Constituent Documents), or any other obligation or constraint, that limits the amount of or otherwise imposes restrictions on:
 - (i) the payment of dividends and distributions by any Subsidiary of the Administrative Borrower to the Administrative Borrower or any other such Subsidiary;
 - (ii) the payment or prepayment by any Subsidiary of the Administrative Borrower of any Debt owed to the Administrative Borrower or any other such Subsidiary;
 - (iii) the making of loans or advances by any Subsidiary of the Administrative Borrower to the Administrative Borrower or any other such Subsidiary;
 - (iv) the transfer by any Subsidiary of the Administrative Borrower of its property to the Administrative Borrower or any other such Subsidiary;
- or
- (v) the merger or consolidation of any Subsidiary of the Administrative Borrower with or into the Administrative Borrower or any other such Subsidiary;

provided that the foregoing shall not prohibit restrictions and conditions imposed by: (A) Applicable Laws which (taken as a whole) could not reasonably be expected to have a Material Adverse Effect, (B) the Loan Documents, and (C) the ABL DIP Credit Documents as in effect on the date hereof.

Section 6.7. Consolidation, Dissolution, Amalgamation and Merger; Fundamental Changes; Asset Acquisitions; Officer Appointments. The Obligors will not, and will not permit any Subsidiary to, alter the corporate, capital or legal structure of any Obligor or any of its Subsidiaries, consolidate or amalgamate with or merge into any Person, or permit any other Person to merge into it, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or reorganize or recapitalize, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other Person, or change its name or conduct its business under a fictitious name, or change its tax, charter or other organizational identification number, or change its form or state of organization.

Section 6.8. Restrictions on Nature of Business. The Obligors will not, and will not permit any Subsidiary to, acquire assets in, or engage, in any line of business materially different from that in which the Obligors are presently engaged (or that is reasonably related thereto or a logical extension thereof), and will not purchase, lease, license or otherwise acquire assets not related to such business. The Obligors will not make or permit any change in the manner in which they operate business transactions between the Obligors, on the one hand, and the Non-Obligors, on the other hand, that could reasonably be expected to be adverse to the interests of the Agent or the Secured Parties.

Section 6.9. Prohibition of Entering into Negative Pledge Arrangements. The Obligors will not, and will not permit any Subsidiary to, enter into any agreement, bond, note or other instrument with or for the benefit of any Person other than the Secured Parties which would:

- (a) prohibit such Obligor or such Subsidiary from granting, or otherwise limit the ability of such Obligor or such Subsidiary to grant, to the Agent or the Secured Parties or the ABL DIP Agent or the ABL DIP Credit Lender any Lien on any assets or properties of such Obligor or such Subsidiary, except that the documents pertaining to the Permitted PMM/Capital Lease Debt may prohibit Liens on the permitted assets securing or otherwise related to such Permitted PMM/Capital Lease Debt; or
- (b) be violated or breached by the Obligors' performance of their obligations under the Loan Documents or the ABL DIP Credit Documents.

Section 6.10. Accounting. The Obligors will not, and will not permit any Subsidiary to, adopt any material change in accounting principles, other than as required by GAAP, or adopt, permit or consent to any change in its fiscal year from the year ending on the last Saturday in April of each year, except with the consent of the Administrative Agent, or enter into, modify, or terminate any agreement currently existing, or at any time hereafter entered into with any third party accounting firm or service bureau for the preparation or storage of any Group Member's accounting records without said accounting firm or service bureau agreeing to provide Agent information regarding the Group Members' financial condition.

Section 6.11. Hazardous Substances. The Obligors will not, and will not permit any Subsidiary to, cause or permit any Hazardous Substances to be disposed of in any manner which might result in any liability to any Group Member, on, under or at any Real Property which is operated by any Group Member or in which any Group Member has any interest (including, but not limited to, as owner, tenant, lessee, sublessee or otherwise).

Section 6.12. Transactions with Affiliates. The Obligors will not, and will not permit any Subsidiary to, enter into or be a party to any transaction or arrangement, including, without limitation, the purchase, sale, lease, license, transfer or exchange or other Disposition of property, the rendering of any service or the payment of any management fees, with any Affiliate, except:

- (a) (i) transactions between or among the Obligors not involving any other Affiliate, (ii) transactions between or among Obligors and Non-Obligors in the ordinary course of business on terms no less favorable to the Obligors than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate, and (iii) transactions between or among Non-Obligors;
- (b) any Debt permitted under clauses (a) or (c) of the defined term Permitted Debt;
- (c) any payment permitted by Section 6.4;
- (d) [Reserved];
- (e) [Reserved];

(f) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between School Specialty or its Subsidiaries, on the one hand, and any Affiliate of School Specialty or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to the Administrative Agent prior to the consummation thereof, if they involve one or more payments by School Specialty or its Subsidiaries in excess of \$250,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to School Specialty or its Subsidiaries, as applicable, than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate;

(g) so long as it has been approved by School Specialty's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of School Specialty or its applicable Subsidiary; and

(h) so long as it has been approved by School Specialty's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, or employee benefit arrangements to executive officers and outside directors of School Specialty and its Subsidiaries.

Each Obligor will cause each of its Non-Obligor Subsidiaries to comply with all of the terms of the Intercompany Subordination and Payment Agreement. Notwithstanding anything contained in this Agreement to the contrary, (x) except for Intercompany Debt permitted under Section 6.3(b), no Obligor shall enter into any transaction with, make any loan, advance or other investment in, or otherwise transfer any property to any Non-Obligor, and (y) the Obligors shall not directly or indirectly declare, order, pay, make or set apart any sum for any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to Intercompany Debt owed by any Obligor to any Non-Obligor, except in an aggregate amount not in excess of \$250,000 over the term of this Agreement.

Section 6.13. No Amendments of Organization Documents, Material Contracts or ABL DIP Credit Documents . The Obligors will not, and will not permit any Subsidiary to, amend, supplement, terminate, suspend or otherwise modify in any way (a) any Constituent Documents pertaining to any Group Member or (b) any Material Contract in any manner that could be adverse to the Secured Parties or that could have a Material Adverse Effect. The Obligors will not, and will not permit any Subsidiary to, agree to any amendment or other modification, refinancing, extension or renewal of, or waive any of their respective rights under, the ABL DIP Credit Documents except as permitted under the Intercreditor Agreement (as in effect on the date hereof). Without limiting the foregoing, the Obligors will not, and will not permit any Subsidiary to, amend or otherwise modify, refinance, extend or renew or otherwise change the terms of any other Debt listed on Schedule 6.2, or make any payment consistent with an amendment, refinancing, extension or renewal thereof or change thereto, if the effect of such amendment, refinancing, extension or renewal or change is to increase the interest rate on, or fees or premiums payable with respect to, such Debt, change (to earlier dates) any dates upon which payments of principal or interest are due thereon, make more restrictive any covenant or other agreement of any Obligor or Subsidiary thereunder, change any event of default or condition to an event of default with respect thereto (other than to eliminate any such event of default or increase any grace period related thereto), change the redemption, prepayment or defeasance provisions thereof, change the subordination provisions thereof (or of any guaranty thereof), or change any collateral therefor (other than to release such collateral), or if the effect of such amendment or change, together with all other amendments or changes made, is to increase materially the obligations of the obligor thereunder or to confer any additional rights on the holders of such Debt (or a trustee or other representative on their behalf) which would be adverse to any Obligor or to the Secured Parties, in each case as determined by the Administrative Agent in its sole discretion.

Section 6.14. No Sale-Leaseback Transactions. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease (including without limitation, a Lease), whether an operating lease or a capitalized lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired, (i) that any Group Member has sold or transferred or is to sell or transfer to any other Person (other than any other Group Member) or (ii) that any Group Member intends to use for substantially the same purpose as any other property that has been or is to be sold or transferred by any Group Member to any Person (other than any Group Member) in connection with such lease, in each case except for those lease transactions existing as of the Closing Date and set forth on Schedule 6.14.

Section 6.15. Anti-Terrorism Laws. The Obligors will not, and will not permit any Subsidiary to, knowingly (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224 or the USA Patriot Act. The Obligors shall deliver to the Administrative Agent any certification or other evidence reasonably requested from time to time by the Administrative Agent in its sole discretion, confirming the Obligors' and their Subsidiaries' compliance with this Section 6.15.

Section 6.16. Total Outstanding ABL DIP Amount. The Obligors will not permit the Total Outstanding ABL DIP Amount to exceed \$175,000,000.

Section 6.17. [Reserved].

Section 6.18. [Reserved].

Section 6.19. [Reserved].

Section 6.20. [Reserved].

Section 6.21. [Reserved].

Section 6.22. [Reserved].

Section 6.23. Inventory at Bailees. The Administrative Borrower will not, and will not permit any of its Subsidiaries to, store any of its Inventory at any time with a bailee, warehouseman, or similar party except to the extent the aggregate amount of such Inventory does not exceed \$38,000,000 during the period commencing on May 1st through September 30 of each year and does not exceed \$10,000,000 at any other time.

Section 6.24. Maximum ABL Outstandings. The Borrowers will not permit the aggregate amount of (x) ABL DIP Credit Loans and LC Obligations outstanding under the ABL DIP Credit Documents, (y) loans, outstanding letters of credit and reimbursement obligations in respect of drawn letters of credit under any replacement or refinancing of the ABL DIP Credit Documents, and (z) fees payable by the Group Members in connection with the foregoing, at any time to exceed 107.5% of the amount, at such time, of the Stated Borrowing Base.

Section 6.25. Proceeds of Term and Revolving Loan Priority Collateral. The Borrowers will not permit any Net Cash Proceeds of any Dispositions of property of the Obligors constituting Term and Revolving Loan Priority Collateral (including without limitation from a Carson-Dellosa Drag-Along Sale) to fail to be deposited, immediately upon receipt thereof by any Group Member, in the Term and Revolving Loan Priority Collateral Deposit Account. In the case of any Disposition (or series of related Dispositions) of property of the Obligors that includes assets constituting Term and Revolving Loan Priority Collateral, for which the aggregate consideration received by the Obligors exceeds \$50,000, the Obligors shall (x) no later than two Business Days prior to consummation of such Disposition or of the first Disposition in such series, notify in writing each of the Agent and the ABL DIP Agent, and such notice shall specify (1) the property to be so Disposed of, and the portion of such property constituting Term and Revolving Loan Priority Collateral, (2) the aggregate consideration to be received by the Obligors in connection with such Disposition or Dispositions, (3) the amount of the Net Cash Proceeds to be received by the Obligors in connection with such Disposition or Dispositions, and (4) the amount of the Net Cash Proceeds to be received by the Obligors in connection with such Disposition or Dispositions that is to be deposited in the Term and Revolving Loan Priority Collateral Deposit Account, and (y) immediately upon receiving any Net Cash Proceeds in respect of such Disposition or Dispositions, notify in writing each of the Agent and the ABL DIP Agent, and such notice shall specify (1) the amount of the Net Cash Proceeds so received by the Obligors, and (2) the amount of the Net Cash Proceeds so received by the Obligors that has been deposited in the Term and Revolving Loan Priority Collateral Deposit Account.

Section 6.26. Select Agendas Legal Opinion. The Borrowers will not permit the revenues of Select Agendas, Corp. (or any successor entity) to exceed \$5,000,000 in any trailing twelve month period, prior to the date on which the Agent shall have received (x) the executed and favorable legal opinions of Nova Scotia counsel (or other applicable local counsel, in the case of a successor entity) to Select Agendas, Corp. (or such successor entity), addressing such matters as the Administrative Agent may reasonably request, and (y) executed and, if applicable, notarized security documentation under the laws of Quebec, effective to grant and perfect a Lien in all property of Select Agendas, Corp. (or such successor entity) under the laws of Quebec in favor of the Collateral Agent to secure the Obligations, together with the executed and favorable legal opinions of Quebec counsel to Select Agendas, Corp. (or such successor entity), addressing such matters as the Administrative Agent may reasonably request.

Section 6.27. Premier School Agendas Investments. Notwithstanding anything else to the contrary in this Agreement, the Borrowers will not permit Premier School Agendas, Ltd. or any other Non-Obligor to (x) make a Restricted Payment to any Obligor constituting (or giving such Obligor any right to receive from Premier School Agendas, Ltd. or any other Non-Obligor) cash or Cash Equivalents, or (y) make any loan or advance to, or investment of cash or Cash Equivalents in, any Obligor.

Section 6.28. Chapter 11 Claims. The Borrowers will not, and will not permit any Borrower to, incur, create, assume, suffer to exist or permit any other super priority claim or Lien on any Collateral which is pari passu with or senior to the Obligations (or the Liens securing the Obligations) hereunder, except in each case for the Carve Out, and Liens with respect to the ABL DIP Credit Priority Collateral.

Section 6.29. Prohibited Use of Proceeds. Unless and to the extent provided in the DIP Order, the Borrowers will not, and will not permit any Borrower (a) to, use any cash or Cash Equivalents (including any proceeds of the Loans) to fund any objection, proceeding or other litigation (i) against the Administrative Agent, the Lenders, the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders, (ii) challenging the validity, perfection, priority, extent or enforceability of the Liens or security interests granted to the Administrative Agent, the Lenders, the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders, or (iii) challenging, disputing or objecting to the claims of the Administrative Agent, the Lenders, the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders or (b) to use the proceeds of any Loan to (i) repay or prepay any of the Debt under the Prepetition ABL Credit Documents or the ABL DIP Credit Documents (including any interest, fees, costs and expenses, tax or indemnification obligations) or (ii) any Taxes incurred upon or as a result of the Disposition of the ABL DIP Credit Priority Collateral.

Section 6.30. Amendments to the DIP Order. The Borrowers will not, and will not permit any Borrower to, in each case itself or on its behalf, amend, supplement or otherwise modify the DIP Order without the written consent of the Administrative Agent, in its sole discretion.

Section 6.31. Variance Test Borrowers will not permit

(a) (i) the aggregate amount of the actual receipts of the type set forth in the line item “Collections” on the accepted thirteen-week cash flow forecast under the Approved Budget during any first fiscal week of any fiscal month of the Administrative Borrower (the first such fiscal week ending on February 2, 2013) (each, a “Single Test Week”) to be less than 75% of the budgeted amount, or (ii) the average amount of such actual receipts in any rolling two fiscal week period of any fiscal month of the Administrative Borrower (for the avoidance of doubt, such rolling two fiscal week period ends on the end of the second, third, fourth and (if applicable) fifth fiscal week of each fiscal month) (each, a “Rolling Two Week Test Period”) to be less than 80% of the average budgeted amounts for such period, in each case of (i) and (ii), set forth in the line item “Collections” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(b) the average amount of the actual disbursements of the type set forth in the line item “Payroll” on the accepted thirteen-week cash flow forecast under the Approved Budget in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts for such period set forth in the line item “Payroll” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(c) (i) the aggregate amount of the actual disbursements of the type set forth in any of the line items “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors”, “AP Disbursement” and “Total Disbursements” on the accepted thirteen-week cash flow forecast under the Approved Budget in any Single Test Week to exceed 115% of the budgeted amount, or (ii) the average amount of each type of such disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts for such period, in each case of (i) and (ii), set forth in the corresponding line item “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors”, “AP Disbursement” and “Total Disbursements” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(d) (i) the sum of the aggregate amounts of the actual disbursements of the types set forth in line items “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors” and “Restructuring/Other Profess. Fees” on the accepted thirteen-week cash flow forecast under the Approved Budget (the “Professional Fees Line Items”) in any Single Test Week to exceed 115% of sum of the budgeted amounts, or (ii) the average amount of the sum of such types of disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the sum of the budgeted amounts for such period, in each case of (i) and (ii), set forth in the Professional Fees Line Items on the accepted thirteen-week cash flow forecast under the Approved Budget, or

(e) (i) the aggregate amount of the actual net cash flows of the type set forth in any of the line items “Net Cash Flows” on the accepted thirteen-week cash flow forecast under the Approved Budget during any Single Test Week to be (x) less than 85% of the budgeted amount if such budgeted amount is positive or (y) more than 115% of the budgeted amount if such budgeted amount is negative, or (ii) the average amount of such type of net cash flows in any Rolling Two Week Test Period to be (x) less than 85% of the average of the budgeted amounts for such period if such average is positive or (y) more than 115% of the average of the budgeted amounts if such average is negative, in each case of (i) and (ii), set forth in the corresponding line item “Net Cash Flows” on the accepted thirteen-week cash flow forecast under the Approved Budget.

Notwithstanding the variance tests set forth in Section 6.31(c) and (e) of this Agreement and solely with respect to the variance tests set forth therein, (i) the fiscal week ending February 2, 2013 (“Week 1”) and the fiscal week ending February 9, 2013 (“Week 2”) in the Approved Budget will be combined and treated as a Single Test Week and (ii) such tests with respect to any Rolling Two Week Test Period shall not apply until the end of the rolling three fiscal week period ending February 16, 2013 (and for the avoidance of doubt, will include the combined Week 1 and Week 2 referenced in (i) together with the fiscal week ending February 16, 2013 on a cumulative basis).

ARTICLE VII
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 7.1. Events of Default. “Event of Default”, wherever used herein, means any one of the following events or circumstances:

- (a) Failure to pay any principal of any Loan or Note, in each case when the same becomes due and payable (whether at stated maturity or due date, on demand, upon acceleration or otherwise); or
- (b) Failure to pay any interest on any Loan or Note or other Obligation, or any fees, costs, expenses, indemnities, reimbursements or other amounts required to be paid by any Obligor under this Agreement or any other Loan Document, in each case when the same becomes due and payable (whether at stated maturity or due date, on demand, upon acceleration or otherwise); or
- (c) (i) Any Group Member shall default in the performance of, or breach, any covenant or other agreement on the part of, or applicable to, such Group Member contained in this Agreement or any other Loan Document (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 7.1 specifically dealt with), and, solely in the case of a default in the performance of the provisions in Sections 5.2, 5.3, 5.4, 5.5, 5.11(b), 5.14, such default and all consequences thereof have not been cured within five (5) days; or (ii) any Default or default or Event of Default or event of default shall occur under any ABL DIP Credit Documents; or
- (d) Except pursuant to a valid, binding and enforceable termination or release permitted under the Loan Documents and executed by the Administrative Agent or as otherwise expressly permitted under any Loan Document, (i) any provision of any Loan Document shall, at any time after the delivery of such Loan Document, fail to be valid and binding on, or enforceable against, any Obligor party thereto, (ii) any Loan Document purporting to grant a Lien to secure any Obligation shall, upon or at any time after the delivery of such Loan Document, fail to create a valid and enforceable Lien on any Collateral or such Lien shall fail or cease to be a perfected Lien with the priority required in the relevant Loan Document, (iii) any subordination provision pertaining to Subordinated Debt shall, in whole or in part, terminate or otherwise fail or cease to be valid and binding on, or enforceable against, any holder of Subordinated Debt or any trustee or representative thereof, or (iv) any Group Member, or any Affiliate thereof, shall assert that any of the events described in clause (i), (ii) or (iii) above shall have occurred or exist, or shall contest the validity or enforceability of any Loan Document, or of any such Lien or subordination provision; or the perfection or priority of any such Lien; or

(e) [Reserved]; or

(f) Any representation, warranty or certification made, or deemed made, by or on behalf of any Group Member (or any of the officers of any such entity) in this Agreement or any other any Loan Document (including pursuant to any request for Loans), or in any other certificate, instrument, or statement contemplated by or made or delivered pursuant to or in connection with any Loan Document, shall prove to have been untrue or incorrect in any material respect (of if such representation is subject to materiality exceptions, in any respect) when made or deemed made; or

(g) After the Petition Date, one or more judgments, orders, decrees, writs, or warrants of attachment or execution (or other similar process) shall be rendered against any Group Member or issued or levied against a substantial part of the property of any Group Member (i) (A) in the case of money judgments, orders and decrees, involving an aggregate amount (excluding amounts adequately covered by insurance payable to any Group Member, to the extent the relevant insurer has confirmed in writing coverage and liability therefor) in excess of \$200,000 for all Group Members in the aggregate, or (B) otherwise, that would have, in the aggregate, a Material Adverse Effect and (ii) (A) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, decree, writ, warrant or similar process or (B) such judgment, order, decree, writ, warrant or similar process shall not have been vacated or discharged for a period of 20 consecutive days and there shall not be in effect (by reason of a pending appeal or otherwise) any stay of enforcement thereof; or

(h) Any Group Member is convicted of, or admits in writing its culpability for, a violation of (i) any criminal statute (or non-statutory Applicable Law relating to criminal offenses) in any jurisdiction constituting a felony offense or, whether or not a felony offense, an act of fraud, money laundering, larceny or similar offense or (ii) any statute or other Applicable Law, if forfeiture of, or the imposition of a Lien or other claim by any Person (other than the Collateral Agent) on or in respect of, any Collateral is a possible remedy or penalty that may lawfully be sought for such violation; or

(i) After the Petition Date, any Group Member (i) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Debt incurred or arising after the Petition Date (other than the Obligations) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$200,000, or in respect of any other material contractual obligation or agreement of such Group Member incurred or arising after the Petition Date (including any Material Contract), and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure; or (ii) fails to perform or observe any other condition or covenant incurred or arising after the Petition Date under any agreement or instrument relating to any such Debt, contractual obligation or other agreement, or any other event shall occur or condition exist under any agreement or instrument relating to any such Debt, contractual obligation or other agreement, that is a default or event of default thereunder or gives rise to a right of any other Person to terminate any such agreement or accelerate any such Debt; or (iii) permits to occur or exist after the Petition Date any default or early termination event with respect to any Hedge Agreement to which any Group Member is a party under which the aggregate liability of the Group Members is more than \$200,000, other than (x) any default arising prior to the Petition Date, (y) due to the filing, commencement and continuation of the Chapter 11 Cases and any litigation resulting therefrom), or (z) due to restrictions on payments arising thereby; or

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- (j) Any occurrence of one or more ERISA Events that, either individually or in the aggregate, (a) have had or could reasonably be expected to result in a Liability in excess of \$50,000 or (b) result in a Lien on any of the assets of any Group Member; or
- (k) Any Group Member incurring or becoming liable for, or (except to the extent disclosed on [Schedule 4.12](#)) being liable for or suffering to exist, any Environmental Liability (i) that, individually or in the aggregate together with all other such Environmental Liabilities of the Group Members taken as a whole, could reasonably be expected to have a Material Adverse Effect or result in a material diminution of the value of the Collateral, or (ii) in an aggregate amount, collectively for all such Environmental Liabilities, in excess of \$50,000; or
- (l) Except to the extent permitted by [Section 6.5](#) or [Section 6.7](#), any Group Member shall liquidate, dissolve, terminate or suspend its business operations or any substantial part thereof or otherwise fail to operate its business in the ordinary course (except for the filing, commencement and continuation of the Chapter 11 Cases and events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases), or shall sell all or a material part of its assets, or a material part of its property or business is taken, lost or impaired through condemnation or otherwise, the loss of which could reasonably be expected to have a Material Adverse Effect, or the management of any Group Member or is displaced of its authority in the conduct of its business or such business is curtailed or materially impaired, whether by action of any Governmental Authority or otherwise; or
- (m) A Change of Control shall occur; or
- (n) A Material Adverse Effect shall occur; or
- (o) There shall occur one or more casualty or condemnation losses (excluding amounts adequately covered by insurance payable to any Group Member, to the extent the relevant insurer has confirmed in writing coverage and liability therefor) in an aggregate amount in excess of \$200,000 in connection with the properties of the Group Members; or
- (p) Any scheduled or non-scheduled payment, redemption, retirement, or other satisfaction of or with respect to any principal, interest or other amount payable on or with respect to any Subordinated Debt shall occur; or
- (q) [Reserved]; or
- (r) A Cash Dominion Event shall occur; or
- (s) There shall have occurred any of the following in any Chapter 11 Case:
- (i) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto, in each case, by any Obligor in any Chapter 11 Case, or the entry of any order by the Bankruptcy Court in any Chapter 11 Case: (w) to obtain additional financing under Section 364(c) or (d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement or that does not provide for the repayment of all Obligations under this Agreement in full in cash; (x) to grant any Lien other than Liens expressly permitted under this Agreement upon or affecting any Collateral; (y) except as provided in the Interim or Final Order, as the case may be, to use cash collateral of Agent under Section 363(c) of the Bankruptcy Code without the prior written consent of the Agent and the Required Lenders; or (z) that (in the case of any Obligor) requests or seeks authority for or that (in the case of an order entered by the Bankruptcy Court on account of a request by any Obligor) approves or provides authority to take any other action or actions adverse to the Agent and the Lenders or their rights and remedies hereunder or their interest in the Collateral;

(ii) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by any Obligor which does not provide for the repayment of all Obligations under this Agreement in full in cash on the "Effective Date" of such plan and to which the Agent and the Required Lenders do not consent or otherwise agree to the treatment of their claims or the termination of any Obligor's exclusive right to file and solicit acceptances of a plan of reorganization;

(iii) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization that does not (a) contain a provision for repayment in full in cash of all of the Obligations under this Agreement on or before the effective date of such plan or plans and (b) provide for the continuation of the Liens and security interests granted to the Collateral Agent for the benefit of the Lenders and priority until the Obligations have been paid in full;

(iv) the entry of an order amending, supplementing, staying, vacating or otherwise modifying any Loan Document or the Interim Order or the Final Order in any case without the prior written consent of Agent and the Required Lenders;

(v) the Final Order is not entered within thirty (30) days (or such other period as Agent and Required Lenders may agree to in writing) following the entry of the Interim Order;

(vi) the payment of, or application by any Obligor for authority to pay, any pre-petition claim without the Agent's and Required Lenders' prior written consent other than as provided in any "first day order" in form and substance acceptable to Required Lenders and as set forth in the Approved Budget or unless otherwise permitted under this Agreement;

(vii) the entry of an order by the Bankruptcy Court appointing, or the filing of an application by any Obligor, for an order seeking the appointment of, in either case with the consent of the Required Lenders, an interim or permanent trustee in any Chapter 11 Case or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in any Chapter 11 Case with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Borrowers or with the power to conduct an investigation of (or compel discovery from) Agent or Lenders or against Prepetition Term Loan Agent or Prepetition Term Loan Lenders under the Prepetition Term Loan Documents; or the sale without the Agent's and Required Lenders' consent, of all or substantially all of a Borrower's assets either through a sale under section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations;

(viii) the dismissal of any Chapter 11 Case which does not contain a provision for payment in full in cash of all noncontingent monetary Obligations of the Borrowers hereunder, or if any Obligor shall file a motion or other pleading seeking the dismissal of any Chapter 11 Case which does not contain a provision for payment in full in cash of all noncontingent monetary Obligations of the Borrowers hereunder;

(ix) the conversion of any Chapter 11 Case from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or any Obligor shall file a motion or other pleading seeking the conversion of any Chapter 11 Case under section 1112 of the Bankruptcy Code or otherwise;

(x) the entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code to allow any creditor to execute upon or enforce a Lien on any Collateral, or (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local environmental or regulatory agency or authority;

(xi) the entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents;

(xii) the failure of any Obligor to perform any of its obligations under the Interim Order or the Final Order or any violation of any of the terms of the Interim Order or the Final Order;

(xiii) the challenge by any Obligor to the validity, extent, perfection or priority of any liens granted under the Prepetition Term Loan Documents;

(xiv) the remittance, use or application of the proceeds of Collateral other than in accordance with cash management procedures and agreements acceptable to Agent;

(xv) the use of cash collateral of the Prepetition Agents and Prepetition Debt Holders for any purpose other than to pay expenditures set forth in the Approved Budget;

(xvi) the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to Agent, on behalf of itself and Lenders without the consent in writing of Agent and Required Lenders other than Liens with respect to the ABL DIP Credit Priority Collateral;

(xvii) the filing of a motion by any Obligor requesting, or the entry of any order granting, any super-priority claim which is senior or pari passu with the Lenders' claims or with the claims of the Prepetition Debt Holders under the Prepetition Debt Documents;

(xviii) the entry of an order precluding the Agent or Prepetition Term Loan Agent to have the right to or be permitted to "credit bid";

(xix) the obtaining of additional financing or the granting of Liens not expressly permitted hereunder;

(xx) the use of cash collateral without the prior written consent of the Agent and Required Lenders;

(xxi) any attempt by an Obligor to reduce, set off or subordinate the Obligations or the Liens securing such Obligations to any other Debt;

(xxii) the reversal, vacation or stay of the effectiveness of either the Interim Order or the Final Order;

(xxiii) the payment of or granting adequate protection (except for Adequate Protection Payments) with respect to any Prepetition Indebtedness (other than with respect to payment permitted under any “first day order” in form and substance satisfactory to the Lenders or as set forth in the Interim Order or the Final Order);

(xxiv) an application for any of the orders described in this Section 7.1(s) including, without limitation, clauses (i), (iii), (iv), (viii), (ix), (x), (xi) (xvi) or (xviii) shall be made by a Person other than the Agent or the Lenders and such application is not contested by the Borrowers in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(xxv) the cessation of Liens or super-priority claims granted with respect to this Agreement to be valid, perfected and enforceable in all respects; or

(xxvi) the Bankruptcy Court shall cease to have exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the Loan Documents, the DIP Order, DIP Liens and the Collateral;

(xxvii) the challenge by any Obligor to the validity, extent and enforceability of the “Early Payment Fee” that became payable under and as defined in the Prepetition Term Loan Agreement; or

(t) A representative of Alvarez & Marsal ceases to serve as chief restructuring officer and the Administrative Borrower fails to appoint a replacement reasonably acceptable to the Lenders within seven days following such cessation of service.

Section 7.2. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default (unless waived in writing by the Required Lenders), the Administrative Agent may upon five (5) days’ written notice to the Administrative Borrower (and, upon written request of the Required Lenders, the Administrative Agent shall) exercise any or all of the following rights and remedies:

(a) declare all or any portion of the Commitments, if then in effect, to be terminated, whereupon the same shall forthwith terminate;

(b) declare all or any portion of the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other Obligations to be forthwith immediately due and payable or otherwise accelerated, whereupon the Loans, all such accrued interest and all such other Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Obligor;

(c) apply any and all monies owing by any Secured Party to any Group Member to the payment of the Loans, including interest accrued thereon, or to payment of any or all other Obligations then owing by the Obligors;

(d) exercise and enforce the rights and remedies available to the Agent, the Lenders or any other Secured Party under any Loan Document and under Applicable Law, including all rights and remedies with respect to the Collateral under the Loan Documents and under Applicable Law; and

(e) exercise any other rights and remedies available to the Agent (including, without limitation, hereunder and under any other Loan Documents), the Lenders or any other Secured Party under Applicable Law, any Loan Document or otherwise.

Such rights and remedies include the rights (subject to the provisions of the Intercreditor Agreement, where applicable) to (i) take possession of any Collateral; (ii) require the Obligors to assemble Collateral, at the Obligors' expense, and make it available to the Collateral Agent at a place designated by the Collateral Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by an Obligor, such Obligor agrees not to charge for such storage); and (iv) Dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Applicable Law, in lots or in bulk, and at such locations, all as the Collateral Agent, in its discretion, deems advisable. Each Obligor agrees that 10 days' notice of any proposed Disposition of Collateral by the Collateral Agent shall be reasonable. The Collateral Agent shall have the right to conduct such sales on any Obligor's premises, without charge, and such sales may be adjourned from time to time in accordance with Applicable Law. The Collateral Agent shall have the right to Dispose of any Collateral for cash, credit or any combination thereof, and the Collateral Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may "credit bid" or otherwise set off the amount of such price against the Obligations.

Each Obligor hereby agrees that: (a) so long as the Agent complies with its obligations, if any, under the Code, the Agent, the Lenders, and the other Secured Parties shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by the Obligors.

At any time during an Event of Default, the Agent, the Lenders, the other Secured Parties and any of their Affiliates are authorized, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Agent, such Lender, such other Secured Party or such Affiliate to or for the credit or the account of an Obligor against any Obligations, irrespective of whether or not the Agent, such Lender, such other Secured Party or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of the Agent, such Lender, such other Secured Party or such Affiliate different from the branch or office holding such deposit or obligated on such obligation. The rights of the Agent, each Lender, each such other Secured Party and each such Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

ARTICLE VIII **AGREEMENT AMONG LENDERS AND AGENT**

Section 8.1. Authorization; Powers. Each Lender irrevocably appoints and authorizes the Administrative Agent to act as administrative agent, and the Collateral Agent to act as collateral agent, for and on behalf of such Lender to the extent provided herein, in any Loan Documents (including by way of acting as "Secured Party" under any Loan Document relating to Collateral) or in any other document or instrument delivered hereunder or in connection herewith, and to take such other actions as may be reasonably incidental thereto. The Administrative Agent agrees to act as administrative agent for each Lender, and the Collateral Agent agrees to act as collateral agent for each Lender, upon the express conditions contained in this Article VIII, but in no event shall the Agent constitute a fiduciary of any

Lender, nor shall the Agent have any fiduciary responsibilities in respect of any Lender. In furtherance of the foregoing, and not in limitation thereof, each Lender irrevocably (a) authorizes the Agent to execute and deliver and perform those obligations under each of the Loan Documents to which the Agent is a party as are specifically delegated to the Agent, and to exercise all rights, powers and remedies as may be specifically delegated hereunder or thereunder, together with such additional powers as may be reasonably incidental thereto, (b) appoints the Agent as nominal beneficiary or nominal secured party, as the case may be, under the Loan Documents and all related UCC financing statements (to the extent of the collateral security granted with respect to the Obligations), and (c) authorizes the Agent to act as agent of and for such Lender for purposes of holding, perfecting and Disposing of Collateral under the Loan Documents. As to any matters not expressly provided for by the Loan Documents, the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders or, if so required pursuant to Section 10.2, upon the instructions of all Lenders; provided, however, that except for action expressly required of the Agent hereunder, the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action, and the Agent shall not in any event be required to take any action which is contrary to the Loan Documents or Applicable Law.

(a) The Lenders hereby irrevocably authorize Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being Disposed of if a release is required or desirable in connection therewith and if Administrative Borrower certifies to Agent that the Disposition is permitted under Section 6.5 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which School Specialty or its Subsidiaries owned no interest at the time Agent's Lien was granted nor at any time thereafter, or (iv) constituting property leased to School Specialty or its Subsidiaries under a lease that has expired or is terminated in a transaction permitted under this Agreement. The Obligors and the Lenders hereby irrevocably authorize Agent, based upon the instruction of the Required Lenders, to (a) consent to, credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363 of the Bankruptcy Code, (b) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any Disposition thereof conducted under the provisions of the Code, including pursuant to Sections 9-610 or 9-620 of the Code, or (c) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Agent to credit bid or purchase at such Disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and the Lenders whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by such acquisition vehicle or vehicles and in connection therewith Agent may reduce the Obligations owed to the Lenders (ratably based upon the proportion of their

Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders, or (z) otherwise, the Required Lenders. Upon request by Agent or Administrative Borrower at any time, the Lenders will confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 8.1(b); provided, that (1) Agent shall not be required to execute any document necessary to evidence such release on terms that, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Obligor in respect of) all interests retained by any Loan Party, including, the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral. The Lenders further hereby irrevocably authorize Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted PMM/Capital Lease Debt.

(b) Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by School Specialty or its Subsidiaries or is cared for, protected, or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise provided herein.

Section 8.2. Application of Proceeds. The Agent, after deduction of any costs of collection, as provided in Section 8.5, shall remit to each Lender (to the extent a Lender is to share therein and subject to the provisions of Section 2.10(f)) that Lender's pro rata share of all payments of principal, interest, premiums and fees payable hereunder in accordance with such Lender's appropriate Percentage. Each Lender's interest under the Loan Documents shall be payable solely from payments, collections and proceeds actually received by the Agent under the Loan Documents; and the Agent's only liability to a Lender with respect to any such payments, collections and proceeds shall be to account for such Lender's Percentage of such payments, collections and proceeds in accordance with this Agreement. If the Agent is required for any reason to refund any such payments, collections or proceeds, each Lender will refund to the Agent, upon demand, its Percentage of such payments, collections or proceeds, together with its Percentage, or share, as applicable, of interest or penalties, if any, payable by the Agent in connection with such refund. If any Lender has wrongfully refused to fund its Percentage of any Loans, or if the outstanding principal balance of the Loans made by any Lender is for any other reason less than its respective Percentage of the aggregate principal balance of all Loans, the Agent may remit payments received by it to the other Lenders until such payments have reduced the aggregate amounts owed by the Borrowers to the extent that the aggregate amount of the Loans owing to such Lender hereunder are equal to its Percentage of the aggregate amounts of the Loans owing to all of the Lenders hereunder. The foregoing provision is intended only to set forth certain rules for the application of payments, proceeds and collections in the event that a Lender has breached its obligations hereunder and shall not be deemed to excuse any Lender from such obligations.

Section 8.3. Exculpation. The Agent shall not be liable for any action taken or omitted to be taken by the Agent in connection with the Loan Documents, except for its own gross negligence, fraud or willful misconduct. The Agent shall be entitled to rely upon advice of counsel concerning legal matters, the advice of independent public accountants with respect to accounting matters and advice of other experts as to any other matters and upon any Loan Document and any schedule, certificate, statement, report, notice or other writing which it reasonably believes to be genuine or to have been presented by a proper Person. Neither the Agent nor any of its Affiliates or any of its or their respective directors, officers, employees or agents shall be responsible or in any way liable with respect to or for (a) any recitals, representations or warranties contained in, or for the execution, legality, validity, genuineness, sufficiency, effectiveness or enforceability of any Loan Document, or any other instrument or document delivered hereunder or in connection herewith, (b) the validity, genuineness, perfection, priority, effectiveness, enforceability, existence, value or enforcement of any Collateral, or (c) except for its own gross negligence, fraud or willful misconduct, any action taken or omitted by it. The designation of Bayside (or any successor thereto as Agent) as Agent hereunder shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon, Bayside (or such successor thereto) in its individual capacity as Lender hereunder.

Section 8.4. Use of the term "Agent". The term "Agent" is used herein in reference to the Agent merely as a matter of custom. It is intended to reflect only an administrative relationship between the Agent and the Lenders, in each case as independent contracting parties. However, the obligations of the Agent shall be limited to those expressly set forth herein and in no event shall the use of such term create or imply any fiduciary relationship or any other obligation arising under the general law of agency.

Section 8.5. Reimbursement for Costs and Expenses. All payments, collections and proceeds received or effected by the Agent may be applied first to pay or reimburse the Agent for all reasonable costs and expenses at any time incurred by or imposed upon the Agent in connection with this Agreement or any other Loan Document (including but not limited to all reasonable attorney's fees), foreclosure or liquidation expenses and advances made to protect the security of any collateral (to the extent of the collateral security is granted with respect to the Obligations). If the Agent does not receive payments, collections or proceeds sufficient to cover any such costs and expenses within five (5) days after their incurrence or imposition, each Lender shall, upon demand, remit to the Agent such Lender's Percentage of the difference between (i) such costs and expenses and (ii) such payments, collections and proceeds, together with interest on such amount for each day following the thirtieth day after demand therefor until so remitted at a rate equal to the Federal Funds Rate for each such day.

Section 8.6. Payments Received Directly by Lenders. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise) on account of any Loan or on account of any interest, premium or fees under this Agreement (other than through distributions made in accordance with Section 8.2 hereof) in excess of such Lender's applicable Percentage with respect to the Loan, such Lender shall promptly give notice of such fact to the Agent and shall promptly remit to the Agent such amount as shall be necessary to cause the remitting Lender to share such excess payment or other recovery ratably with each of the Lenders in accordance with their respective applicable Percentages, together with interest for each day on such amount until so remitted at a rate equal to the Federal Funds Rate for each such day; provided, however, that if all or any portion of the excess payment or other recovery is thereafter recovered from such remitting Lender or holder, the remittance shall be restored to the extent of such recovery.

Section 8.7. Indemnification. Each Lender severally, but not jointly, hereby agrees to indemnify and hold harmless the Agent, as well as the Agent's agents, employees; officers and directors, ratably according to their respective Percentages from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgment, demands, damages, costs, disbursements, or expenses (including attorneys' fees and expenses, and costs of in-house counsel) of any kind or nature whatsoever, which are imposed on, incurred by, or asserted against the Agent or its agents, employees, officers or directors in any way relating to or arising out of the Loan Documents, or as a result of any action taken or omitted to be taken by the Agent; provided, however, that no Lender shall be liable for any portion of any such losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs disbursements, or expenses resulting from the gross negligence, fraud or willful misconduct of the Agent.

Section 8.8. Agent and Affiliates. Bayside (and any successor thereto as Agent) shall have the same rights and powers in its capacity as a Lender hereunder as any other Lender and may exercise or refrain from exercising the same as though it were not the Agent, and Bayside (or such successor) and its affiliates may accept deposits from and generally engage in any kind of business with the Group Members or their Affiliates as fully as if Bayside (or such successor) were not the Agent hereunder.

Section 8.9. Credit Investigation. Each Lender acknowledges that it has made such inquiries and taken such care on its own behalf as would have been the case had its Loans made directly by such Lender to the Borrowers without the intervention of the Agent or any other Lender. Each Lender agrees and acknowledges that the Agent and each other Lender makes no representations or warranties about the creditworthiness of the Obligor or any other party to this Agreement or with respect to or for (a) any recitals, representations or warranties contained in, or for the execution, legality, validity, genuineness, sufficiency, effectiveness or enforceability of any Loan Document, or any other instrument or document delivered hereunder or in connection herewith, (b) the validity, genuineness, perfection, priority, effectiveness, enforceability, existence, value or enforcement of any Collateral.

Section 8.10. Defaults. The Agent shall have no duty to inquire into any performance or failure to perform by the Group Members and shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default (other than under Sections 7.1(a) or 7.1(b)) hereof unless the Agent has received notice from a Lender or a Borrower specifying the occurrence of such Default or Event of Default. In the event that the Agent receives such a notice of the occurrence of a Default or an Event of Default, the Agent shall give prompt notice thereof to the Lenders. In the event of any Default, the Agent shall (subject to Section 8.7 hereof) (a) in the case of a Default that constitutes an Event of Default, not take any of the actions referred to in Section 7.2(b) hereof unless so directed by the Required Lenders, and (b) in the case of any Default or Event of Default, take such actions with respect to such Default as shall be directed by the Required Lenders; provided that, unless and until the Agent shall have received such directions, the Agent may take any action, or refrain from taking any action, with respect to such Default or Event of Default as it shall deem advisable in the best interest of the Lenders.

Section 8.11. Obligations Several. The obligations of each Lender hereunder are the several obligations of such Lender, and neither any Lender nor the Agent shall be responsible for the obligations of any other Lender hereunder, nor will the failure by the Agent or any Lender to perform any of its obligations hereunder relieve the Agent or any other Lender from the performance of its respective obligations hereunder. Nothing contained in this Agreement, and no action taken by any Lender or the Agent pursuant hereto or in connection herewith or pursuant to or in connection with the Loan Documents shall be deemed to constitute the Lenders, together or with or without the Agent, as a partnership, association, joint venture, or other entity.

Section 8.12. Sale or Assignment; Addition of Lenders. Except as permitted under the terms and conditions of this Section 8.12, no Lender may sell, assign or transfer its rights or obligations under this Agreement or such Lender's Notes or Loans or Commitment.

(i) Subject to the conditions set forth in paragraph (a)(ii) below, any Lender may at any time upon at least five Business Day's advance notice to the Administrative Agent and the Administrative Borrower assign to one or more assignees that (x) is a domestic or foreign bank (having a branch office in the United States), an insurance company, a hedge fund or analogous investment fund, an Approved Fund or any other financial institution (provided that such proposed assignee, if other than a fund, has capital and surplus, or in the case of a fund (other than an Approved Fund), has, together with all other funds under common management, investment assets, as applicable, in excess of \$250 million), and (y) is not an Obligor or a Group Member or an Affiliate of any of the foregoing or a natural person or a competitor of any Group Member whose primary business competes in the same business segment and in the same geographic area as the Group Members (any such bank, insurance company, fund or Approved Fund meeting the foregoing requirements, an "Applicant") on any date (the "Adjustment Date") selected by such Lender, all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment, the Revolving Notes and Revolving Loans at the time owing to it) with the prior written consent of:

(A) the Administrative Borrower (such consent not to be unreasonably withheld or delayed); provided that no consent of the Administrative Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Default or Event of Default has occurred and is continuing, any other assignee; and

(B) the Administrative Agent (which consent of the Administrative Agent may be withheld or given in the Administrative Agent's sole discretion); provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Note or Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of any assignment made in connection with an assignment of the entire remaining amount of the assigning Lender's Commitment and Notes and Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Revolving Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment Certificate with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment Certificate, as of the Trade Date) shall not be less than \$1.0 million, unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, Administrative Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed);

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Revolving Loans or the Revolving Commitment, as applicable, assigned;

(C) the Administrative Agent, the assigning Lender and such Applicant shall, on or before the Adjustment Date, execute and deliver to the Administrative Agent an Assignment Certificate in substantially the form of Exhibit G (an “Assignment Certificate”);

(D) if requested by the Administrative Agent, each Borrower will execute and deliver to the Administrative Agent, for delivery by the Administrative Agent in accordance with the terms of the Assignment Certificate, (i) a new Revolving Note or Term Note, as applicable, payable to the order of the Applicant in the amount corresponding to the applicable Revolving Loan acquired by such Applicant and (ii) a new Revolving Note or Term Note payable to the order of the assigning Lender in the amount corresponding to the retained Revolving Loan. Such new Term Notes or Revolving Notes shall be in an aggregate principal amount equal to the principal amount of the Term Notes or Revolving Notes to be replaced by such new Term Notes or Revolving Notes, shall be dated the effective date of such assignment and shall otherwise be in the form of the Term Note or Revolving Note to be replaced thereby. Such new Term Notes or Revolving Notes shall be issued in substitution for, but not in satisfaction or payment of, the Term Note or Revolving Note being replaced thereby and such new Term Notes or Revolving Notes shall be treated as a Term Note or Revolving Note) for all purposes of this Agreement; and

(E) the assigning Lender shall pay to the Administrative Agent an administrative fee of \$3,500.

(iii) Any assignment or purported assignment to any Person that is not an Eligible Assignee shall be null and void. Upon the execution and delivery of such Assignment Certificate and such new Term Notes or Revolving Notes, and effective as of the effective date thereof (A) this Agreement shall be deemed to be amended to the extent, and only to the extent, necessary to reflect the addition of such additional Lender and the resulting adjustment of the Percentages arising therefrom, (B) the assigning Lender shall be relieved of all obligations hereunder to the extent of the reduction of the assigning Lender’s Percentage, and (C) the Applicant shall become a party hereto and shall be entitled to all rights, benefits and privileges accorded to a Lender herein and in each other Loan Document or other document or instrument executed pursuant hereto and subject to all obligations of a Lender hereunder, including, without limitation, the right to approve or disapprove actions which, in accordance with the terms hereof, require the approval of the Required Lenders or all Lenders. In order to facilitate the addition of additional Lenders hereto, the Administrative Borrower (subject to its approval rights hereunder, if any) and the Lenders shall cooperate fully with the Administrative Agent in connection therewith and shall provide all reasonable assistance requested by the Administrative Agent relating thereto, including, without limitation, the furnishing of such written materials and financial information regarding the Group Members as the Administrative Agent may reasonably request, the execution of such documents as the Administrative Agent may reasonably request with respect thereto, and the participation by officers of the Administrative Borrower and the Lenders at reasonable times and places in a meeting or teleconference call with any Applicant upon the reasonable request of the Administrative Agent.

Section 8.13. Participation. In addition to the rights granted in Section 8.12, each Lender may, upon the prior written consent of the Administrative Agent (which consent may be given or withheld in Agent’s sole discretion), grant participations in all or a portion of its Revolving Note and Revolving Loans to any domestic or foreign commercial bank (having a branch office in the United States), insurance company, financial institution or an Affiliate of such Lender pursuant to documentation

delivered to and deemed acceptable to the Administrative Agent. No holder of any such participation shall be entitled to require any Lender to take or omit to take any action hereunder, except that a Lender selling a participation may agree with the participant that such Lender will not, without such participant's consent, take any action which would, in the case of any principal, interest, premium or fee in which the participant has an ownership or beneficial interest: (a) extend the final maturity of any Loans or extend the Maturity Date, (b) reduce the interest rate on the Loans or the amount of any premium or fee payable in respect of the Loans, (c) forgive any principal of, or interest on, the Loans, or any premium or fees payable in respect thereof, or (d) release all or substantially all of any Collateral for the Loans. The Lenders shall not, as among the Borrowers, the Agent and the Lenders, be relieved of any of their respective obligations hereunder as a result of any such granting of a participation. Each Obligor hereby acknowledges and agrees that any holder of a participation described in this Section 8.13 may rely upon, and possess all rights under, any opinions, certificates, or other instruments or documents delivered under or in connection with any Loan Document. Except as set forth in this Section 8.13, no Lender may grant any participation in its Notes or Loans.

Section 8.14. Withholding Tax Exemption. At least five (5) Business Days prior to the first date on which interest or premium or fees are payable hereunder for the account of any Lender, each Lender that is not incorporated under the laws of the United States of America, or a state thereof, agrees that it will deliver to the Administrative Borrower and the Administrative Agent two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, certifying in either case that such Lender is entitled to receive payments under this Agreement and the Notes without deduction or withholding of any United States federal income taxes. Each Lender that so delivers a Form W-8BEN or W-8ECI further undertakes to deliver to the Administrative Borrower and the Administrative Agent two additional copies of such form (or a successor form) on or before the date that such form expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent forms so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by the Administrative Borrower or the Administrative Agent, in each case certifying that such Lender is entitled to receive payments under this Agreement and the Term Notes without deduction or withholding of any United States federal income taxes, unless an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required that renders all such forms inapplicable or that would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender advises the Administrative Borrower and the Administrative Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

Section 8.15. Agent's Counsel. In connection with the negotiation, drafting and execution of this Agreement and the other Loan Documents, perfecting any security interest, completing any filings or registrations and in connection with future legal representation relating to loan administration, amendments, modifications, waivers, forbearance or enforcement of remedies, any law firm engaged by the Agent (the "Agent Firm") has only represented and shall only represent the Agent (or its Affiliates), in its/their capacity as Agent or as a Lender, as applicable. Each Borrower and each other Lender hereby acknowledges, and each Assignee and Participant (by accepting an Assignment or a Participation, as provided in Sections 8.12 and 8.13 hereof) shall be deemed to acknowledge, that no Agent Firm represents it in connection with any such matters.

Section 8.16. Obligor not a Beneficiary or Party. Except with respect to the limitation of liability applicable to the Lenders under Section 8.11, the provisions and agreements in this Article VIII are solely among the Lenders and the Agent, and no Obligor shall be considered a party thereto or a beneficiary thereof.

Section 8.17. Administrative Agent and Collateral Agent May Delegate Duties. The Administrative Agent and the Collateral Agent may appoint sub-agents to exercise on their behalf any of their respective duties, obligations or rights under the Loan Documents, and each such sub-agent shall have all of the rights and benefits of the Administrative Agent or Collateral Agent, as applicable, under this Article VIII. Each of the Administrative Agent and the Collateral Agent shall not be responsible for the negligence or misconduct of any sub-agents selected by it with reasonable care, except as otherwise provided in Section 8.3.

Section 8.18. Collateral Matters.

(a) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its sole discretion, to release any Lien on any Collateral upon the termination of the Commitments, and payment and satisfaction in full in cash by the Borrowers of all Obligations, constituting property being Disposed of if a release is required or desirable in connection therewith and if the Administrative Borrower certifies to the Collateral Agent that the Disposition is permitted under Section 6.5 of this Agreement or the other Loan Documents (and the Collateral Agent may rely conclusively on any such certificate, without further inquiry), constituting property in which no Group Member owned any interest at the time the Agent's Lien was granted nor at any time thereafter, or constituting property leased to a Group Member under a Lease or other lease that has expired or is terminated in a transaction permitted under this Agreement. Except as provided above, the Collateral Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders, or (z) otherwise, the Required Lenders. Upon request by the Administrative Agent or the Administrative Borrower at any time, the Lenders will confirm in writing the Collateral Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 8.18; provided, however, that (1) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Obligor in respect of) all property and other interests retained by the Obligors, including, the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral.

(b) The Agent and its Affiliates and Agent Firm and other representatives shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Group Members or is cared for, protected, or insured or has been encumbered, or that the Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, the Agent may act in any manner it may deem appropriate, in its sole discretion given the Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

Section 8.19. Agency for Perfection. The Collateral Agent hereby appoints each other Lender as its agent (and each Lender hereby accepts such appointment) for the purpose of perfecting the Agent's Liens in property that, in accordance with Article VIII or Article IX, as applicable, of the Code can be perfected only by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver possession or control of such Collateral to the Collateral Agent or in accordance with the Administrative Agent's instructions.

Section 8.20. Field Audits and Examinations; Confidentiality; Disclaimers by Lenders. By becoming a party to this Agreement, each Lender:

- (a) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each completed field audit or examination report respecting the Group Members (each a “Report” and collectively, “Reports”) prepared by or at the request of the Administrative Agent, and the Administrative Agent shall so furnish each Lender with such Reports,
- (b) expressly agrees and acknowledges that the Administrative Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,
- (c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or other party performing any audit or examination will inspect only specific information regarding the Group Members and will rely significantly upon the Group Members’ books and records, as well as on representations of the Group Members’ personnel,
- (d) agrees to keep all Reports and other material, non-public information regarding the Group Members and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 10.12, and
- (e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Administrative Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender’s participation in, or the indemnifying Lender’s purchase of, a loan or loans of the Borrowers; and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent, and any such other Lender preparing a Report, harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys fees and costs) incurred by the Administrative Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 8.21. Successor Agent. Each of the Administrative Agent and the Collateral Agent may voluntarily resign as administrative agent or collateral agent, as applicable, at any time by giving ten Business Days’ prior written notice thereof to the other Agent, the Administrative Borrower and the Lenders. Upon any such notice of resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent or Collateral Agent, as applicable. If no successor shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent from among the Lenders or from among those financial institutions who regularly provide such services in the New York financial markets. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall promptly (i) transfer to

such successor Agent all sums, securities and other items of collateral (if any) held by it under the Loan Documents, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under the Loan Documents, and (ii) execute and deliver to such successor Agent such documents, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the rights and benefits under the Loan Documents, whereupon such retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation hereunder as Agent, the provisions of this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent hereunder.

ARTICLE IX **GUARANTY**

Section 9.1. Guaranty.

(a) Each Guarantor, and each Borrower (with respect to each other Borrower), hereby irrevocably and unconditionally guarantees to the Administrative Agent, for the benefit of the Secured Parties, the full and prompt payment when due of the Obligations, including, without limitation, any interest thereon (including, without limitation, interest, premiums and fees, as provided in this Agreement, accruing after the filing of a petition initiating any Insolvency Proceeding, whether or not such interest, premium or fees accrue or are recoverable against the Borrowers after the filing of such petition for purposes of the Bankruptcy Code or are an allowed claim in such proceeding), plus documented, reasonable attorneys' fees and expenses if the obligations represented by this Guaranty are collected by law, through an attorney-at-law, or under advice therefrom.

(b) Regardless of whether any proposed guarantor or any other Person shall become in any other way responsible to the Secured Parties, or any of them, for or in respect of the Obligations or any part thereof, and regardless of whether or not any Person now or hereafter responsible to the Secured Parties, or any of them, for the Obligations or any part thereof, whether under this Guaranty or otherwise, shall cease to be so liable, each Guarantor and each Borrower hereby declares and agrees that this Guaranty shall be a joint and several obligation, shall be a continuing guaranty and shall be operative and binding until the Obligations shall have been indefeasibly paid in full in cash and all Commitments shall have been terminated.

(c) Each Guarantor and each Borrower absolutely, unconditionally and irrevocably waives any and all right to assert any defense (other than the defense of payment in cash in full, or performance, to the extent of its obligations hereunder, or a defense that such Guarantor's or such Borrower's liability is limited as provided in Section 9.3), set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of the Guarantors or the Borrowers under this Guaranty or the obligations of any other Person or party (including, without limitation, the Borrowers) relating to this Guaranty or the obligations of any of the Guarantors and the Borrowers under this Guaranty or otherwise with respect to the Obligations in any action or proceeding brought by the Administrative Agent or any other Secured Party to collect the Obligations or any portion thereof, or to enforce the obligations of any of the Guarantors or the Borrowers under this Guaranty or to foreclose on any Collateral owned by any Obligor.

(d) The Secured Parties, or any of them, may from time to time, without exonerating or releasing any Guarantor or any Borrower in any way under this Agreement, including this Guaranty, (i) take such further or other security or securities for the Obligations or any part thereof as they may deem proper, or (ii) release, discharge, abandon or otherwise deal with or fail to deal with any Guarantor or guarantor or Borrower of the Obligations or any security or

securities therefor or any part thereof now or hereafter held by the Secured Parties, or any of them, or (iii) amend, modify, extend, accelerate or waive in any manner any of the provisions, terms, or conditions of the Loan Documents, all as they may consider expedient or appropriate in their sole discretion. Without limiting the generality of the foregoing, or of Section 9.1(e), it is understood that the Secured Parties, or any of them, may, without exonerating or releasing any Guarantor or Borrower, give up, modify or abstain from perfecting or taking advantage of any security for or guarantee of the Obligations and accept or make any compositions or arrangements, and realize upon any security for or guarantee of the Obligations when, and in such manner, and with or without notice, all as such Person may deem expedient.

(e) Each Guarantor and each Borrower acknowledges and agrees that no change in the nature or terms of the Obligations or any of the Loan Documents, or other agreements, instruments or contracts evidencing, related to or attendant with the Obligations (including any novation), shall discharge all or any part of the liabilities and obligations of such Guarantor or Borrower pursuant to this Guaranty; it being the purpose and intent of the Guarantors, the Borrowers and the Secured Parties that the covenants, agreements and all liabilities and obligations of each Guarantor and of each Borrower hereunder are absolute, unconditional and irrevocable under any and all circumstances. Without limiting the generality of the foregoing, each Guarantor and each Borrower agrees that until each and every one of the covenants and agreements of this Guaranty is fully performed, and without possibility of recourse, whether by operation of law or otherwise, such Guarantor's or such Borrower's undertakings hereunder shall not be released, in whole or in part, by any action or thing which might, but for this paragraph of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, omission of the Secured Parties, or any of them, or their failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Parties, or any of them, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, such Guarantor or such Borrower, or by reason of any further dealings between the Borrowers or Guarantors, on the one hand, and any Secured Party, on the other hand, or any other guarantor or surety, and such Guarantor or such Borrower hereby expressly waives and surrenders any defense to its liability hereunder, or any right of counterclaim or offset of any nature or description which it may have or may exist based upon, and shall be deemed to have consented to, any of the foregoing acts, omissions, things, agreements or waivers.

(f) The Secured Parties, or any of them, may, without demand or notice of any kind upon or to any Guarantor or Borrower, at any time or from time to time when any amount shall be due and payable hereunder by any Guarantor or Borrower following and during the continuance of an Event of Default, if the Borrowers shall not have timely paid any of the Obligations, set-off and appropriate and apply to any portion of the Obligations hereby guaranteed, and in such order of application as the Administrative Agent may from time to time elect in accordance with this Agreement, any deposits, property, balances, credit accounts or moneys of any Guarantor or any Borrower in the possession of any Secured Party or under their respective control for any purpose. If and to the extent that any Guarantor or Borrower makes any payment to the Administrative Agent or any other Person pursuant to or in respect of this Guaranty, any claim, by subrogation, contribution or otherwise, which such Guarantor or Borrower may have against any Borrower or other Guarantor by reason thereof shall be subject and subordinate to the prior payment in full of the Obligations to the satisfaction of the Administrative Agent.

(g) Upon the bankruptcy or winding up or other distribution of assets of any Borrower, or of any surety or guarantor (other than the applicable Guarantor or other Borrower) for any Obligations of the Borrowers to the Secured Parties, or any of them, the rights of the Administrative Agent against any Guarantor or Borrower shall not be affected or impaired by the

omission of any Secured Party to prove its claim, or to prove the full claim, as appropriate, against any Borrower, or any other Borrower or any such other guarantor or surety, and the Administrative Agent may prove such claims as it sees fit and may refrain from proving any claim and in its discretion may value as it sees fit or refrain from valuing any Collateral or other security held by it without in any way releasing, reducing or otherwise affecting the liability to the Secured Parties of each of the Guarantors and each of the Borrowers.

(h) Each Guarantor and each Borrower hereby absolutely, unconditionally and irrevocably expressly waives, except to the extent such waiver would be expressly prohibited by Applicable Law, the following: (i) notice of acceptance of this Guaranty, (ii) notice of the existence or creation of all or any of the Obligations, (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever (other than notices expressly required hereunder or under any other Loan Document to which any Guarantor is a party), (iv) all diligence in collection or protection of or realization upon the Obligations or any part thereof, any obligation hereunder, or any security for any of the foregoing, (v) until the Obligations shall have been paid in full in cash, all rights to enforce any remedy which the Secured Parties, or any of them, may have against any Borrower and (vi) until the Obligations shall have been paid in full in cash, all rights of subrogation, indemnification, contribution and reimbursement from the Borrowers or other Guarantors for amounts paid hereunder and any benefit of, or right to participate in, any Collateral or other security now or hereinafter held by the Secured Parties, or any of them, in respect of the Obligations. If a claim is ever made upon any Secured Party for the repayment or recovery of any amount or amounts received by such Person in payment of any of the Obligations and such Person repays all or part of such amount by reason of (A) any judgment, decree or order of any court or administrative body or other Governmental Authority having jurisdiction over such Person or any of its property, or (B) any settlement or compromise of any such claim effected by such Person with any such claimant, including any Borrower, then in such event each Guarantor and each Borrower agrees that any such judgment, decree, order, settlement or compromise shall be binding upon such Guarantor or such Borrower, notwithstanding any revocation hereof or the cancellation of any promissory note or other instrument evidencing any of the Obligations, and such Guarantor or such Borrower shall be and remain obligated to such Person hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person.

(i) This Guaranty is a continuing guaranty of the Obligations and all liabilities to which it applies or may apply under the terms hereof and shall be conclusively presumed to have been created in reliance hereon. No failure or delay by any Secured Party in the exercise of any right, power, privilege or remedy shall operate as a waiver thereof, and no single or partial exercise by the Administrative Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy and no course of dealing between any Guarantor, any Borrower and any Secured Party shall operate as a waiver thereof. No action by any Secured Party permitted hereunder shall in any way impair or affect this Guaranty. For the purpose of this Guaranty, the Obligations shall include, without limitation, all Obligations of the Borrowers to the Secured Parties, notwithstanding any right or power of any third party, individually or in the name of any Borrower or the Secured Parties, or any of them, to assert any claim or defense as to the invalidity or unenforceability of any such Obligation, and no such claim or defense shall impair or affect the obligations of any Guarantor or any Borrower hereunder.

(j) This is a guaranty of payment and not of collection. In the event the Administrative Agent makes a demand upon any Guarantor or any Borrower in accordance with the terms of this Guaranty, such Guarantor or Borrower shall be held and bound to the Administrative Agent directly as debtor in respect of the payment of the amounts hereby guaranteed. All costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Administrative Agent in obtaining performance of or collecting payments due under this Guaranty shall be deemed part of the Obligations guaranteed hereby.

(k) Each Guarantor and each Borrower expressly represents and acknowledges that any financial accommodations by the Secured Parties to the Borrowers, including, without limitation, the extension of credit, are and will be of direct interest, benefit and advantage to such Guarantor or such Borrower.

(l) Each Guarantor and each Borrower shall be entitled to subrogation and contribution rights from and against the Borrowers to the extent any Guarantor or any Borrower is required to pay to any Secured Party any amount in excess of the Revolving Loans advanced directly to, or other Obligations incurred directly by, such Guarantor or Borrower or as otherwise available under Applicable Law; provided, however, that such subrogation and contribution rights are and shall be subject to the terms and conditions of this Section 9.1(l), and provided further that the payment obligation of a Guarantor or a Borrower to any other Guarantor or any other Borrower under any Applicable Law regarding contribution rights or subrogation rights or similar rights among co-obligors or otherwise is and shall be expressly subordinate and subject in right of payment to the prior indefeasible payment in full in cash of the obligations of such Guarantor or such Borrower under the other provisions of this Guaranty and the indefeasible payment in full in cash of all Obligations and termination of all Commitments, and such Guarantor or such Borrower shall not exercise any right or remedy with respect to such contribution rights or subrogation rights or similar rights until (i) payment and satisfaction in full of all such obligations and (ii) the Obligations shall have been indefeasibly paid in full in cash and all Commitments shall have been terminated.

Section 9.2. Special Provisions Applicable to Additional Guarantors. Pursuant to Section 5.8 of this Agreement, any new Subsidiary of any Obligor is required to enter into this Agreement by executing and delivering to the Administrative Agent a Guaranty Supplement. Upon the execution and delivery of a Guaranty Supplement by such new Subsidiary, such Subsidiary shall become a Guarantor and Obligor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any Guaranty Supplement (or any other supplement to any Loan Document delivered in connection therewith) adding an additional Guarantor as a party to this Agreement or any other applicable Loan Document shall not require the consent of any other party hereto. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor hereunder.

Section 9.3. Maximum Liability of Obligors. It being understood that the intent of the Secured Parties is to obtain a guaranty from each Guarantor and each Borrower, and the intent of each Guarantor and each Borrower is to incur guaranty obligations, in an amount no greater than the largest amount that would not render such obligations subject to avoidance under Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, it is hereby agreed that:

(a) If (i) the sum of the guaranty obligations of the Guarantors and the Borrowers under Section 9.1 and, without duplication, in the case of each Borrower, the obligations arising from the joint and several liability of such Borrower with respect to Loans or other extensions of credit made under this Agreement to each other Borrower (collectively, the "Guarantor Obligations") exceeds (ii) the sum (the "Total Available Net Assets") of the Maximum Available Net Assets (as defined in Section 9.4) of each Guarantor and each Borrower, in the aggregate, then (without prejudice to the Obligations of each of the Borrowers under this Agreement with respect to Loans

or other extensions of credit made under this Agreement to it) the Guarantor Obligations of each Guarantor and each Borrower shall be limited to the greater of (x) the Total Available Net Assets and (y) the value received by such Guarantor or such Borrower in connection with the incurrence of the Guarantor Obligations to the greatest extent such value can be determined; and

(b) if, but for the operation of this Section 9.3(b) and notwithstanding Section 9.3(a), the Guarantor Obligations of any Guarantor or any Borrower hereunder otherwise would be subject to avoidance under Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, taking into consideration such Guarantor's or such Borrower's (i) rights of contribution, reimbursement and indemnity from the Borrowers and the other Guarantors with respect to amounts paid by such Guarantor or such Borrower in respect of the Obligations (including pursuant to Section 9.4) (calculated so as to reasonably maximize the total amount of obligations able to be incurred hereunder), and (ii) rights of subrogation to the rights of the Secured Parties, then the Guarantor Obligations of such Guarantor or such Borrower shall be the largest amount, if any, that would not leave such Guarantor or such Borrower, after the incurrence of such obligations, insolvent or with unreasonably small capital within the meaning of Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, or otherwise make such obligations subject to such avoidance.

Any Person asserting that the Guarantor Obligations of such Guarantor or such Borrower are subject to Section 9.3(a) or are avoidable as referenced in Section 9.3(b) shall have the burden (including the burden of production and of persuasion) of proving (a) the extent to which such Guarantor Obligations, by operation of Section 9.3(a), are less than the Obligations of the Borrowers owed to the Secured Parties or (b) that, without giving effect to Section 9.3(b), such Guarantor's or such Borrower's Guarantor Obligations hereunder would be avoidable and the extent to which such Guarantor Obligations, by operation of Section 9.3(b), are less than such Obligations of the Borrowers, as the case may be.

Section 9.4. Contribution Rights, Etc. In order to provide for just and equitable contribution, indemnity and reimbursement among the Guarantors and any other Obligors, including the Borrowers, in connection with the execution of this Guaranty, the Obligors have agreed among themselves that if any Obligor satisfies some or all of the Obligations (a "Funding Obligor"), the Funding Obligor shall be entitled to contribution, indemnity or reimbursement, as applicable, from the other Obligors that have positive Maximum Available Net Assets (as defined below) for all payments made by the Funding Obligor in satisfying the Obligations, so that each Obligor that remains obligated under this Guaranty or any other guaranty or otherwise for the Obligations at the time that a Funding Obligor makes such payment, without regard to the making of such payment (a "Remaining Obligor"), and that has a positive Maximum Available Net Assets, shall bear a portion of such payment equal to the percentage that such Remaining Obligor's Maximum Available Net Assets bears to the aggregate Maximum Available Net Assets of all Obligors that have positive Maximum Available Net Assets, provided that no Remaining Obligor's obligation to make such contribution, indemnity or reimbursement payments hereunder shall exceed an amount equal to the Maximum Available Net Assets of such Remaining Obligor.

As used herein, "Available Net Assets" means, with respect to any Obligor, the amount, as of the respective date of calculation, by which the sum of a Person's assets (including subrogation, indemnity, contribution, reimbursement and similar rights that the Obligor may have, but excluding any such rights in respect of the Guarantor Obligations), determined on the basis of a "fair valuation" or their "fair saleable value" (whichever is the applicable test under Section 548 and other relevant provisions of the Bankruptcy Code and the relevant state fraudulent conveyance or transfer laws), is greater than the amount that will be required to pay all of such Person's debts, in each case matured or unmatured, contingent or otherwise, as of the date of calculation, but excluding liabilities arising under this Guaranty

or, in the case of each Borrower, the liabilities arising from the joint and several liability of such Borrower with respect to Loans or other extensions of credit made under this Agreement to each other Borrower and excluding, to the maximum extent permitted by Applicable Law with the objective of avoiding rendering such Person insolvent, liabilities subordinated to the Obligations arising out of loans or advances made to such Person by any other Person, and

“Maximum Available Net Assets” means, with respect to any Obligor, the greatest of the Available Net Assets of such Obligor calculated as of the following dates: (A) the date on which such Person becomes an Obligor, and (B) each date on which such Obligor expressly reaffirms this Guaranty.

Each Guarantor and Borrower shall be deemed to expressly reaffirm the guaranty provided for in this Article IX upon each borrowing of a Loan and automatically, without further action, upon each delivery by the Administrative Borrower of financial statements required pursuant to Section 5.1(a). The meaning of the terms “fair valuation” and “fair saleable value” and the calculation of assets and liabilities shall be determined and made in accordance with the relevant provisions of the Bankruptcy Code and applicable state fraudulent conveyance or transfer laws.

ARTICLE X **MISCELLANEOUS**

Section 10.1. No Waiver; Cumulative Remedies. No failure or delay on the part of the Agent, any Lender or any other Secured Party in exercising any right, power or remedy under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under the Loan Documents. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by law.

Section 10.2. Amendments, Requested Waivers, Etc. No amendment, modification, termination or waiver of any provision of any Loan Document or consent to any departure by any Obligor therefrom shall be effective unless the same shall be in writing and signed by the Administrative Agent and the Required Lenders; provided that no amendment, modification, termination, waiver or consent shall do any of the following unless the same shall be in writing and signed by the Administrative Agent and each Lender directly affected thereby:

- (a) increase the Commitments;
- (b) reduce the amount of any principal of or interest, premium or fees due on or in respect of the Loans other fees payable to the Lenders;
- (c) postpone any date fixed for any scheduled payment of principal of or interest, premium or fees due on or in respect any outstanding Loan or other fees payable to the Lenders hereunder (for the avoidance of doubt, mandatory prepayments pursuant to Section 2.9(a) may be postponed, delayed, waived or modified with the consent of the Required Lenders);
- (d) release any material Guaranty or the pledge of any Equity Interest in any Subsidiary under any Loan Document, other than a release of such Guaranty or pledge of such Equity Interest to permit divestiture of the relevant Subsidiary permitted by this Agreement or specifically approved by the Required Lenders;
- (e) other than as permitted by Section 8.18(a)(i), release Agent’s Lien in all or substantially all of the Collateral;

(f) change the definition of “Required Lenders”; or

(g) amend this Section 10.2 or any other provision of this Agreement requiring the consent or other action of the Required Lenders or all Lenders.

Any waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on any Borrower in any case shall entitle any Borrower to any other or further notice or demand in similar or other circumstances.

If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender directly affected thereby,” the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Administrative Agent may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is satisfactory to the Administrative Agent shall agree, as of such date, to purchase for cash the Revolving Loans and other Obligations due to the Non-Consenting Lender pursuant to an assignment and assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of Section 8.12, unless waived by the Administrative Agent and the Administrative Borrower and (ii) the Administrative Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, and (2) an amount, if any, equal to the payment (in excess of the face value of the principal amount) which would have been due to such Lender on the day of such replacement had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

Section 10.3. Notices and Distributions.

(a) Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under the Loan Documents shall be in writing and delivered to the applicable parties at their respective addresses set forth on Schedule 10.3, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 10.3. All such notices, requests, demands and other communications, shall be effective upon actual delivery if hand delivered, or shall be effective when sent by nationally recognized overnight mail courier or delivery service, or if sent by email or PDF, when sent, in each case addressed as aforesaid, except that notices or requests to the Agent, any Lender, or any other Secured Party pursuant to any of the provisions of Article II shall not be effective until received by the Agent, such Lender, or such other Secured Party.

(b) Each Obligor agrees that the Administrative Agent may (but shall not be required to) make any materials delivered by such Obligor to the Administrative Agent, as well as, but not limited to, any amendments, waivers, consents, and other written information, documents, instruments and other materials relating to any Group Member, or any other materials or matters relating to this Agreement, the other Loan Documents, the ABL DIP Credit Documents, the Related Transactions or any of the transactions contemplated hereby or thereby (collectively, the “Communications”) available to the Secured Parties by posting such notices on an electronic delivery system (which may be provided by the Administrative Agent, an Affiliate, or any Person that is not an Affiliate of the Administrative Agent), such as IntraLinks®, or a substantially similar electronic system that requires passwords for access and takes other customary measures with respect to confidentiality and security (the “Platform”) all of which shall be at the cost and

expense of the Obligors. Each of Holdings and each Obligor acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Platform is provided “as is” and “as available” and (iii) neither the Administrative Agent nor any of its Affiliates represents or warrants the accuracy, completeness, timeliness, sufficiency or sequencing of the Communications posted on the Platform. The Administrative Agent and its Affiliates expressly disclaim with respect to the Platform any liability for errors in transmission, incorrect or incomplete downloading, delays in posting or delivery, or problems accessing the Communications posted on the Platform and any liability for any losses, costs, expenses or liabilities that may be suffered or incurred in connection with the Platform. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Affiliates in connection with the Platform.

(c) Each Secured Party party hereto agrees that notice to it (as provided in the next sentence) (a “Notification”) specifying that any Communication has been posted to the Platform shall for purposes of this Agreement constitute effective delivery to such Secured Party, as applicable, of such information, documents or other materials comprising such Communication. Each Secured Party party hereto agrees (i) to notify, on or before the date such Secured Party becomes a party to this Agreement, the Administrative Agent in writing of such Secured Party’s e-mail address to which a Notification may be sent (and from time to time thereafter to ensure that the Administrative Agent has on record an effective e-mail address for such Secured Party) and (ii) that any Notification may be sent to such e-mail address.

Section 10.4. Agent Expenses. Any action taken by any Obligor under or with respect to any Loan Document, even if required under any Loan Document or at the request of any Secured Party, shall be at the expense of such Obligor, and no Secured Party shall be required under any Loan Document to reimburse any Group Member therefor except as expressly provided therein. The Borrowers will reimburse the Agent for all Agent Expenses, such reimbursement to be made (a) on the Closing Date, in the case of all Agent Expenses incurred on or prior to the Closing Date (unless waived by the Agent), and (b) promptly following request for reimbursement, in the case of other Agent Expenses. The obligations of the Obligors under this Section 10.4 shall survive termination of this Agreement and the discharge of the Obligations.

Section 10.5. Costs and Expenses; Indemnification. In addition to the payment of Agent Expenses pursuant to Section 10.4, each Borrower agrees to indemnify, defend and hold harmless the Agent, each Lender, each other Secured Party and each of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, successor corporations, and all present and future officers, directors, employees, attorneys and agents (the “Indemnitees”), from and against (i) any Environmental Liability, or any other Liability to which any Indemnitee may be subjected as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any Hazardous Substance by any Group Member or with respect to any property owned, leased or controlled by any Group Member, (ii) any and all transfer taxes, documentary taxes, recording taxes, assessments or charges made by any Governmental Authority (excluding income or gross receipts taxes) by reason of the execution and delivery of this Agreement and the other Loan Documents, the recording or filing of any Mortgage or other Loan Document, the Agent’s Lien in any Collateral, or the making of any Loans, and (iii) any and all Liabilities of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel) in connection with any investigative, administrative or judicial proceedings, whether or not such Indemnitee shall be designated a party thereto, or with any other matter, in each case which may be imposed on, incurred by or asserted against such Indemnitee, in any manner

relating to or arising out of or in connection with, (w) the Commitments, the making or maintaining of any Loans, the entering into of this Agreement or any other Loan Documents, any Obligation (or the repayment thereof), the Agent's Lien in any Collateral, or the use or intended use of the proceeds of the Loans, or any securities filing of, or with respect to, any Group Member, (x) any commitment letter, proposal letter or term sheet with any Person or any contractual obligation, arrangement or understanding with any broker, finder or consultant, in each case entered into by or on behalf of any Group Member or any Affiliate of any of them in connection with any of the foregoing and any contractual obligation entered into in connection with any Platform, (y) any actual or prospective investigation, litigation or other proceeding, whether or not brought by any such Indemnitee or any of its Related Persons, any holders of its securities or its creditors (and including attorneys' fees in any case), whether or not any such Indemnitee, Related Person, holder or creditor is a party thereto, and whether or not based on any securities or commercial law or regulation or any other Requirement of Law or theory thereof, including common law, equity, contract, tort or otherwise, or (z) any other act, event or transaction related, contemplated in or attendant to any of the foregoing. If any investigative, judicial or administrative proceeding arising from any of the foregoing is brought against any Indemnitee, upon request of such Indemnitee, the Administrative Borrower, or counsel designated by the Administrative Borrower and satisfactory to the Indemnitee, will resist and defend such action, suit or proceeding to the extent and in the manner directed by the Indemnitee, at the Borrowers' sole cost and expense. Each Indemnitee will use its commercially reasonable efforts to cooperate in the defense of any such action, suit or proceeding. If the foregoing undertaking to indemnify, defend and hold harmless may be held to be unenforceable because it violates any law or public policy, the Borrowers shall nevertheless make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities contemplated hereby which is permissible under Applicable Law. Each of the Group Members hereby releases, acquits, and forever discharges the Agent, each of the Lenders, and each other Secured Party, and each of and every past and present affiliates, officers, directors, agents, servants, employees, representatives and attorneys of the Agent, the Lenders and the other Secured Parties, from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which any Group Member may have or claim to have now or which may hereafter arise out of or connected with any act of commission or omission of the Indemnitees (except, as to each Indemnitee, to the extent arising solely out of the gross negligence, fraud or willful misconduct of such Indemnitee as finally determined by a non-appealable judgment of a court of competent jurisdiction) including, without limitation, any claims, liabilities or obligations arising with respect to the this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. The provisions of this Section 10.5 shall be binding upon each of the Group Members and shall inure to the benefit of the Agent, the Lenders and the other Secured Parties and each of the past and present affiliates, officers, directors, agents, servants, employees, representatives and attorneys of the Agent, the Lenders and the other Secured Parties. The obligations of the Obligors under this Section 10.5 shall survive termination of this Agreement and the discharge of the Obligations.

Section 10.6. Execution in Counterparts. This Agreement and other Loan Documents may be executed in any number of counterparts, each of which when so executed and delivered (including by PDF or facsimile transmission, which shall be as effective as delivery of a manually executed counterpart hereof) shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 10.7. Governing Law; Jurisdiction; Waiver of Jury Trial; Waiver of Special, Direct, or Consequential Damages.

(a) Governing Law. The Loan Documents shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to any conflict of law principles), except to the extent the law of any other jurisdiction applies as to the perfection or enforcement of the any security interest in any Collateral (to the extent collateral security is granted with respect to the Obligations) and except to the extent expressly provided to the contrary in any Loan Document.

(b) Jurisdiction. The Obligors, the Agent and the Lenders hereby irrevocably submit to the exclusive jurisdiction and venue of the Bankruptcy Court and any state or federal court of the United States sitting in the State of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents, and the Obligors, the Agent and the Lenders hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. The Obligors, the Agent and the Lenders hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Obligor agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 10.7(b) shall affect the right of the Agent or any Lender to serve legal process in any other manner permitted by law or affect the right of the Agent or any Lender to bring any action or proceeding against any Group Member or the property of any Group Member (including the Collateral) in the courts of other jurisdictions.

(c) WAIVER OF JURY TRIAL. THE OBLIGORS, THE LENDERS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

(d) Special, Indirect or Consequential Damages. In no event shall any Indemnitee be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings), unless resulting solely and directly from the gross negligence, fraud or willful misconduct of such Indemnitee as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Each Obligor hereby waives, releases and agrees (and shall cause each other Group Member to waive, release and agree) not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 10.8. Integration; Inconsistency. This Agreement, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document (other than the Intercreditor Agreement) is inconsistent with or conflicts with a comparable or similar provision appearing in this Agreement, the comparable or similar provision in this Agreement shall govern.

Section 10.9. Agreement Effectiveness. This Agreement shall become effective upon delivery of fully executed counterparts hereof to each of the parties hereto.

Section 10.10. Advice from Independent Counsel. The parties hereto understand that this Agreement is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and that it is satisfied with its legal counsel and the advice received from it.

Section 10.11. Binding Effect; No Assignment by Borrower; Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the Obligors, the Lenders, the Agent and their respective successors and assigns; provided, however, no Obligor may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of the Administrative Agent and all Lenders.

Section 10.12. Confidentiality. The Agent and each Lender shall hold all non-public information regarding the Group Members and their businesses obtained by the Agent or such Lender pursuant to the requirements hereof in accordance with the Agent's or such Lender's customary procedures for handling confidential information of such nature, it being understood and agreed by each Group Member that, in any event, the Agent and each Lender may make (i) on a confidential basis, disclosures of such information to Affiliates of such Lender or the Agent and to their respective agents and advisors (and to other Persons authorized by a Lender or the Agent to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 10.12), (ii) disclosures of such information reasonably required by any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of or in any Revolving Loans or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to any Group Member and its obligations (provided, such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 10.12 or other provisions at least as restrictive as this Section 10.12), (iii) disclosure to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential information relating to the Group Members received by it from the Agent or any Lender, (iv) disclosures in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents, and (v) disclosures required or requested by any Governmental Authority or representative thereof or pursuant to legal or judicial process; provided, unless specifically prohibited by Applicable Law or court order, each Lender and the Agent shall make reasonable efforts to notify the Administrative Borrower of any request by any Governmental Authority or representative thereof (other than any such request in connection with any examination of the financial condition or other routine examination of such lender by such Governmental Authority) for disclosure of any such non-public information prior to disclosure of such information. In addition, notwithstanding the above, Bayside (or any successor thereto as Agent) and its Affiliates (but, subject to the foregoing, not any other Lenders or their Affiliates) may disclose the existence of the Loan Documents and the information about the Loan Documents to any Person.

(a) Each Group Member shall, and shall cause its Affiliates to, not disclose any of the terms and conditions or other provisions of the Administrative Agent Fee Agreement to any Person, and shall keep all such terms and conditions confidential, provided that notwithstanding the foregoing, any Group Member make disclosures of such information (i) to its accountants, legal counsel and other advisors provided that such Persons are informed of the confidentiality of such information and agree to keep such information confidential at least to the same extent as is required hereby, or (ii) as required or requested by any Governmental Authority or representative thereof or pursuant to legal or judicial process or as required by Applicable Law; provided that, unless specifically prohibited by Applicable Law, each Group Member shall make reasonable efforts to notify the Administrative Agent of any request by any Governmental Authority or representative thereof for disclosure of any such confidential information, and shall in any event, unless specifically prohibited by Applicable Law, notify the Administrative Agent of each public disclosure of any such information by a Group Member or any Affiliate thereof, together with the proposed text of such public disclosure, prior to disclosure of such information, and provide the Administrative Agent an opportunity to comment thereon, and will not in any such disclosure disclose more information than is mandatorily required to be disclosed under Applicable Law.

Section 10.13. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 10.14. Senior Debt. The Obligations are intended to be senior Debt, and not subordinated to any other senior Debt, or made *pari passu* with Debt that is subordinated to any other Debt, of any Obligor. The Obligations are deemed to be expressly designated and named as “Designated Senior Debt,” “Designated Senior Indebtedness,” “Senior Indebtedness” or similar terms for purposes of any present or future loan agreement, indenture, note issuance or purchase agreement or other document under which such a designation is applicable or available for senior Debt of any Obligor (including without limitation the 2011 Convertible Subordinated Debenture Indenture).

Section 10.15. Release of Carson-Dellosa Equity. Upon the consummation of a Carson-Dellosa Drag-Along Sale, the Collateral Agent shall release the Liens, securing the Obligations, on the Equity Interests in Carson-Dellosa Publishing, LLC that are Disposed of in such transaction, provided that (and only if) (x) all of the conditions set forth in Section 8.18(a)(ii) (including the requisite certification by the Administrative Borrower) have been satisfied with respect to such release, (y) the Liens on all of such Equity Interests securing the ABL DIP Credit Obligations are concurrently being released, and (z) 100% of the Net Cash Proceeds of such Carson-Dellosa Drag-Along Sale are immediately applied to prepay the Obligations in accordance with Section 2.9(a)(i).

Section 10.16. USA Patriot Act. Each Lender hereby notifies the Administrative Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “USA Patriot Act”), it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of such Borrower and other information that will allow such Lender to identify such Borrower in accordance with the USA Patriot Act.

Section 10.17. Administrative Borrower as Agent for Borrower. Each Borrower hereby irrevocably appoints Administrative Borrower as the borrowing agent and attorney-in-fact for all Borrowers. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (i) to provide Agent with all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. Each Borrower hereby jointly and severally agrees to indemnify each Indemnitee and hold each Indemnitee harmless against any and all liability, expense, loss or claim of damage or injury, made against the Indemnitees by any Obligor or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Collateral as herein provided, (b) the Indemnitees’ relying on any instructions of Administrative Borrower, or (c) any other action taken by the Indemnitees hereunder or under the other Loan Documents, except that Borrowers will have no liability to the relevant Indemnitee under this Section 10.17 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, fraud or willful misconduct of such Indemnitee.

Section 10.18. Intercreditor Agreement. Agent and each Lender hereunder, by its acceptance of the benefits provided hereunder, (a) consents to the subordination of liens provided for in the Intercreditor Agreement, (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, and (c) authorizes and instructs the Agent to enter into the Intercreditor Agreement as Agent on behalf of each Lender. Agent and each Lender hereby agrees that the terms,

conditions and provisions contained in this Agreement are subject to the Intercreditor Agreement and, in the event of a conflict between the terms of the Intercreditor Agreement and this Agreement or any of the Loan Documents, the terms of the Intercreditor Agreement shall govern and control.

Section 10.19. Conflict. In the event of a conflict between this Agreement and the Final Order, the Final Order shall govern.

[Signature Page Follows]

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

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,
PREMIER AGENDAS, INC.,
as Borrowers

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title:

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title:

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title:

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title:

BAYSIDE FINANCE, LLC., as
Administrative Agent

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

BAYSIDE FINANCE, LLC., as
Collateral Agent

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

BAYSIDE FINANCE, LLC., as a Lender

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

Signature Page to DIP Credit Agreement

Schedule 5.18

Milestones

<u>Milestone</u>	<u>Deadline</u>
1. Sellers and Purchaser shall have entered into the Asset Purchase Agreement, which shall be in form and substance acceptable to Agent.	Petition Date
2. Sellers shall have filed the Chapter 11 Cases in the Bankruptcy Court.	Petition Date
3. Sellers shall have filed the Sale Motion seeking the Bankruptcy Court's approval of the Bidding Procedures Order and the Sale Order and appropriate supporting declarations, in each case, in form and substance acceptable to Agent	Petition Date
4. The Bankruptcy Court shall have (i) held a hearing to consider approval of the proposed Bidding Procedures Order and (ii) entered the Bidding Procedures Order.	February 12, 2013
5. Deadline to submit Qualified Bids (the " <u>Bid Deadline</u> ").	March 19, 2013
6. Deadline for Sellers to commence the Auction if any other Qualified Bid is submitted prior to the Bid Deadline (the " <u>Auction Deadline</u> ").	March 25, 2013
7. The Bankruptcy Court shall have entered the Sale Order, which shall be in form and substance acceptable to Agent.	March 27, 2013
8. The APA Closing Date shall have occurred.	April 11, 2013

Schedule 1.1.1 – Revolving Commitments and Percentages

Lender	Revolving Commitment	Percentage
Bayside Finance, LLC	\$ 50,000,000	100%

Schedule 4.1 – Permits

Domestic and Foreign Entity Filings Jurisdictions:

School Specialty, Inc.

Alabama

Arizona

Arkansas

California

Connecticut

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Mexico

New Jersey

New York

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

South Carolina

Tennessee

Texas

Virginia

Washington

West Virginia

Wisconsin

Premier Agendas, Inc.

Alabama
Alaska
Arizona
California
Colorado
Connecticut
Hawaii
Idaho
Illinois
Indiana
Iowa
Kentucky
Louisiana
Maine
Maryland

Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio

Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Delta Education, LLC

Delaware
Alabama
California
Illinois
Indiana
Louisiana
Massachusetts

New Hampshire
New York
Texas

Sportime, LLC

Delaware
California
Colorado
Georgia
Mississippi
New York

Childcraft Education Corp.

Arizona
California
Connecticut
Florida
Massachusetts
New York
Pennsylvania
Tennessee
Wyoming

Sax Arts & Crafts, Inc.

Delaware
Filing Jurisdictions:

Frey Scientific, Inc.
Delaware

ClassroomDirect.com, LLC

Delaware
Alabama
Indiana

Califone International, Inc.

Delaware
California

Bird-in-Hand Woodworks, Inc.

New Jersey
Pennsylvania

Select Agendas, Corp.

Nova Scotia
Contractor Licenses:

School Specialty, Inc.

Arizona
Arkansas
California
Idaho
Idaho
Iowa
Louisiana
Montana
New Jersey
New Mexico
North Dakota
Oregon
Washington

Schedule 4.4 – Group Members (including subsidiaries and joint ventures)

Part A

<u>Entity</u>	<u>Tax ID</u>	<u>State of Domicile</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>
School Specialty, Inc.	39-0971239	Wisconsin	151,000,000	19,178,949
ClassroomDirect.com, LLC	47-0892425	Delaware	N/A	1 member share
Childcraft Education Corp.	13-5619818	New York	3,000,000	1,000
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	2,500	5
Frey Scientific, Inc.	39-1953771	Delaware	3,000	100
Sportime, LLC	22-3476939	Delaware	N/A	100
Sax Arts & Crafts, Inc.	39-1956436	Delaware	100	100
Premier Agendas, Inc.	33-0481380	Washington	1,000,000	11,200
Select Agendas, Corp	HFX9927	Canada	100,000	1,000
Califone International, Inc.	56-2003579	Delaware	1,000	100
Delta Education, LLC	52-2328764	Delaware	N/A	100
Premier School Agendas, Ltd.	126517564	Canada	Unlimited	100
Carson – Dellosa Publishing, LLC	27-0645872	Delaware	N/A	3,500 Units

The outstanding shares or membership interests of all entities are 100% owned by School Specialty, Inc., with the exception of (i) Bird-in-Hand Woodworks, Inc., which is 100% owned by Childcraft Education Corp. and (ii) Carson – Dellosa Publishing, LLC in which School Specialty, Inc. owns 35% of the Equity Interests in such party.

Schedule 4.4 – Group Members

Part B

Long-Term Debt

3.75% Convertible Subordinated Notes due 2026, issued 2011

<u>Stock Option Plans</u>	<u>Shares Outstanding</u>
School Specialty, Inc. 1998 Stock Incentive Plan	184,200
School Specialty, Inc. 2002 Stock Incentive Plan	929,870*
School Specialty, Inc. 2008 Equity Incentive Plan	1,427,675^
Inducement Stock Option Grants	330,000

* 2002 Plan 778,725 Stock options; 151,145 Non-vested restricted stock units

^ 2008 Plan 1,264,675 Stock options; 163,000 Non-vested restricted stock units

Schedule 4.4 – Group Members

Part C

Mergers:

AutoSkill International, Inc. (acquisition sub) liquidated into School Specialty 12/10/09.

Acquisitions:

11/30/2007 Sitton Spelling (Asset Acquisition directly by School Specialty, Inc.)

08/19/2009 AutoSkill International, Inc. (Asset Acquisition by School Specialty, Inc. acquisition sub)

03/23/2010 ThinkMath! Assignment and transfer of License Agreement and Inventory purchase directly by School Specialty, Inc.

04/04/2011 Telex (Bosch) product line (Asset Acquisition directly by Califone International, Inc.)

Schedule 4.5 Agreed Restricted Payments

None

Schedule 4.6 – Litigation

James Keller, James Hoff and Larry Ward vs. School Specialty, Inc. – This matter deals with a claim from for sales representatives regarding the classification of items and the marginal commission rates based upon that classification. School Specialty, Inc. anticipates its likely exposure will not exceed \$200,000. This claim is not covered by insurance. As of the closing this case is currently in the discovery stage with ongoing deposition.

Wilbert Scott Herman vs. School Specialty Inc., Case Number 37-2008-00092226-OU-PL-CTL, filed September 22, 2008 in the Superior Court of California, County of San Diego. Mr. Herman was a school teacher in California and was struck in the head by falling flagpole which was sold by the Parent but not designed or manufactured by the Parent. This is an insured product liability claim and the Parent's deductible for products liability is \$50,000.

Jenna Baker (d.o.b. 10/5/2006; date of accident 06/09/2009; date of reported claim 05/26/2011) claim against Childcraft Education Corp. (a wholly owned subsidiary of School Specialty, Inc.) due to injury suffered by Ms. Baker while at C J's County Kids Childcare Center LLC with a product allegedly sold by Childcraft. Gallagher Bassett Services through its Subsequent Detailed Status Report dated 01/23/2013, has set the liability reserve on this claim for School Specialty to be \$200,000.

School Specialty, Inc. ("SSI") v. RR Donnelley & Sons Company ("RRD"), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000.

Redcay Industrial Development, III, LLC ("Redcay") v. School Specialty, Inc., U.S. Dist. Ct. E.D. PA, Case No. 12-CV-7074. Redcay leased a warehouse in Mt. Joy, Pennsylvania to SSI for 20 years, ending on January 1, 2025. Pursuant to the terms of the lease, if SSI's credit rating adversely changes during the term of the lease, and that change impairs Redcay's ability to obtain financing or increases the costs of financing, SSI's rent increases by the resulting costs and expenses incurred by Redcay. Redcay claims that SSI's credit rating went down, and Redcay was unable to refinance the property at a substantially lower interest rate. Redcay seeks a declaratory judgment that SSI owes more rent under the lease or, in the alternative, Redcay seeks damages for breach of contract for over \$100,000 of additional rent annually.

Serenity McArthur v. Sportime, LLC, et al., Cal. Sup. Ct., Eldorado County, Case No. PC20120634. Ms. McArthur, a minor, claims that while she was at the Boys and Girls Club of Eldorado County Western Slope (the "Boys and Girls Club"), a resistance band manufactured and sold by Sportime wrapped around her neck, causing her to fall and injure herself. She also has named as defendants Black Oak Mine Unified School District and the Boys and Girls Club. She seeks compensatory and punitive damages against Sportime, based on theories of strict products liability and failure to warn.

Innovatio IP Ventures, LLC – claims to own some 20 patents in the field of wireless networking technology. Innovatio has notified School Specialty that Innovatio believes School Specialty requires a license under Innovatio's patents in order to permit users and visitors at any School

Specialty location to use wireless technology to exchange information, including access to the Internet. To date, the company is still gathering information to respond substantively, and has discussed the matter with Innovatio's counsel to a limited extent. Regarding the Innovatio IP Ventures, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$250,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

Landmark Technology, LLC – claims to own U.S. Patent Nos. 5,576,951, 6,289,319 and 7,010,508 relating to transaction processes and features used in many electronic commerce systems including structures which exchange business data among trading partners. Landmark has notified School Specialty that Landmark believes School Specialty requires a license under these patents. To date, the company is still gathering information to respond substantively, and has discussed the matter with Landmark's counsel to a limited extent. Regarding the Landmark Technology, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$200,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

JFJ Toys d/b/a D&L Company and D&L's owner, Fred Ramirez – claims to own trademark registrations for STOMP and STOMP ROCKET for use with toy air rockets. D&L has claimed that School Specialty's (Sportime's) sale of the STOMP-N-LAUNCH BALL LAUNCHER is a trademark infringement. Sportime has removed the product from its web sites and catalogs, and has changed the name of its product to STEP-N-LAUNCH BALL LAUNCHER, but there is still some older product in the pipelines. The company expects the matter to be resolved soon without payment of money to D&L.

S&S Worldwide, Inc. – claims to own a trademark registration for GATOR SKIN for use in connection with certain children's play ball products. S&S has claimed that School Specialty's use, in connection with its TechnoSkin ball products, of "Compare our quality and our prices with Gatorskin and all other 'cheap' balls. We know ours is the best value and higher quality." is pejorative and deceptively false. The referenced phrase appears in School Specialty's catalogs only, and not on its web site. School Specialty plans to remove the referenced phrase from future catalogs. The company expects the matter to be resolved soon without payment of money to S&S.

The Hubbard Company – claims to own a trademark registration for WARD and design, for use in connection with lesson plans, class records and assignment and attendance notebooks, and is a former supplier of these products to School Specialty. Hubbard claims that some of School Specialty's web sites, including Hammond & Stephens, Learning Outlet, Classroom Direct and School Specialty Canada, are using images and item numbers of Hubbard products, but shipping products from other companies, and claims that such activities are acts of trademark infringement and unfair competition. School Specialty has changed the images of the products shown in its Education Essentials catalog and on its web site, and has changed the item numbers used, and has informed Hubbard of these changes. The company expects the matter to be resolved soon without payment of money to Hubbard.

Barry Traub – is a former employee of the Sportime unit. Mr. Traub has claimed that, after Mr. Traub's separation from Sportime, Sportime adopted some of his product ideas, and has not complied with its termination agreement with him regarding payment for those ideas. The matter is not yet at the litigation stage, and the company believes the matter will be resolved with a payment, if any, of less than \$30,000.

Carson-Dellosa Publishing, LLC (“CD”) a limited liability company of which School Specialty, Inc. (“SSI”) owns a 35% equity interest has through their counsel of Schell Bray PLLC noticed SSI in a letter dated January 3, 2012 that CD alleges that SSI “may have breached and may be contemplating further breaches of the noncompetition provisions set forth in Section 14.4. of the Operating Agreement (the “Noncompetition Provisions”). We are not attempting to describe comprehensively the depth and breadth of the Noncompetition Provisions in this letter. We do, however, wish to express concern about certain activities of SSI that may violate the Noncompetition Provisions.” No formal action has been taken at this time and SSI disputes this allegation.

Schedule 4.8 – Taxes

Massachusetts Department of Revenue has examination dispute with School Specialty, Inc. on its Massachusetts Corporate Excise Tax Returns for the periods of FY 2002, 2003, and 2004. The anticipated exposure on this examination is approximately \$157,000 plus interest the full amount of which has been properly reserved on the books of School Specialty, Inc.

Schedule 4.9 – Letters of Credit

<u>LC#</u>	<u>Bank</u>	<u>Beneficiary</u>	<u>01/28/2013</u>
03078027	Bank of America	EOS Acquisition LLC	\$ 18,472.33
627484	JPMorgan	Employers Insurance	\$ 250,000.00
IS0017464U	Wells Fargo	Capitol Indemnity Corporation	\$ 72,000.00
5183	Comerica	DEI CSEP Inc.	\$ 700,000.00
5184*	Comerica	Travelers Casualty	\$ 755,000.00
IS0017461U*	Wells Fargo	Travelers Casualty	\$ 755,000.00
IS0017457U	Wells Fargo	Sentry Insurance	\$ 900,000.00
			\$3,450,472.33

* The \$755,000.00 letter of credit will be outstanding in duplicates for period not to exceed 30 days. This newly issued letter of credit has been required by Travelers Casualty.

Schedule 4.10 – ERISA Plans

School Specialty, Inc. 401(k) Plan

School Specialty, Inc. Welfare Benefit Plan which is a form of cafeteria plan which provides for health insurance, dental insurance, life insurance, disability insurance, vision insurance, tuition reimbursement and other miscellaneous benefits.

Schedule 4.11 – Material Contracts

Part A

Premier School Agendas, Ltd. and School Specialty, Inc. have an oral understanding causing journal entries to be made on the books of each whereby the Autoskill related services provided by Premier School Agendas, Ltd. to School Specialty, Inc. are reimbursed at cost plus a 10% markup.

Part B

1. FOSS agreement

Agreement between the Regents of the University of California and Encyclopedia Britannica Educational Corporation dated September, 1995.

Amendment No. 1, dated April 17, 1996.

Amendment No. 2, dated May 2, 1997.

Amendment No. 3, dated February 7, 2000.

Amendment No. 4, dated 2001.

Amendment No. 5, dated May 14, 2003.

Amendment No. 6, dated March 6, 2007.

Amendment No. 7, dated January 1, 2008.

Agreement between the Regents of the University of California and Delta Education Inc. dated October 31, 1997.

Amendment No. 1, dated July 31, 2001.

Amendment No. 2, dated May 14, 2003.

Amendment No. 3, dated September 1, 2004.

Amendment No. 4, dated January 1, 2009.

2. Franklin Covey agreement

License Agreement among Franklin Covey Co., a Utah corporation, Premier Agendas, Inc., a Washington corporation, and Premier School Agendas Ltd. Agenda Scolaire Premier Ltee, a corporation incorporated under the Canadian Business Corporation Act dated November 13, 2001.

Part C None

Schedule 4.12 Environmental Compliance

Consent Agreement and Final Order regarding Califone International Inc. and the United States Environmental Protection Agency regarding listing of antimicrobial agents in the production of headphones. Docket No. FIFRA-09-2010-0002 a copy of which has been provided to the Administrative Agent.

Schedule 4.14(a) – Owned and Leased Real Estate

Part A

Owned Property

Salina, Kansas Distribution Center owned by School Specialty, Inc.

Address: 3525 S. Ninth Street
Salina, KS 67401

Leased Property

101 Almgren Drive, Agawam, MA 01001

3825 S Willow Avenue, Fresno, CA 93722

W6316 Design Drive, Greenville, WI 54942

1156 Four Star Drive, Mount Joy, PA 17552

100 Paragon Parkway, Mansfield, OH 44903

625 Mount Auburn Street, Cambridge, MA

80 Northwest Boulevard, Nashua, NH 03063

3031 Industry Drive, Lancaster, PA 17603

1145 Arroyo Avenue, San Fernando, CA 91340

3175 Northwoods Parkway, Norcross, GA 30071

1845 North Airport Road, Fremont, NE 68026

2000 Kentucky Street, Bellingham, WA 98226

400 Sequoia Drive, Bellingham, WA 98226

438 Camino Del Rio South, San Diego, CA 92108

109 W. Commercial Street, East Rochester, NY 14445

2007 – 2019 Iowa Street, Bellingham, WA 98226

555 Legget Drive, Ottawa, Ontario K2K 2X3 (AutoSkill)

6800 Cote de Liesje Saint Lavrent, Quebec H4T 2A7 (Select)

20230 64th Avenue, Langley, British Columbia V2Y IN3 (Premier Select Agendas, Ltd.)

Part B

625 Mount Auburn Street, Cambridge, MA

Lease executed May 1, 2003 by and between Prospectus, LLC, and Delta Education, LLC, a Delaware Limited Liability Company.

First lease extension by and between Prospectus, LLC, and Delta Education, LLC, a Delaware Limited Liability Company.

Amendment to Lease executed as of the 12th day of September, 2007 by and between KBS realty Advisors, LLC and Delta Education, LLC.

Second Amendment to Lease made and effective as of the 6th day of August, 2012 by and between 625 Mount Auburn Street, L.L.C. and Delta Education, LLC

80 Northwest Boulevard, Nashua, NH

Sublease is made and entered into as of the 9th day of August, 2001, by and between Delta Education, Inc. (Sub-landlord) and Delta Education, LLC (Subtenant).

Lease agreement dated as of June 4, 1998 between CRICNASH-NH Trust, a Delaware business trust, and Delta Education Inc., a New Hampshire corporation.

1845 North Airport Road, Fremont, NE

Third Amendment to lease made and effective as of the 20th day of December, 2010 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin Corporation.

Second Amendment to Lease made and effective as of the 7th day of May, 2007 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin corporation.

First Amendment to Lease effective as of the 1st day of May, 2007 to amend the Lease to document that the rental rates under the First Extension Term are effective July 1, 2007 even though the actual First Extension Term does not begin until July 1, 2008.

Lease Agreement of Lease made and effective as of the 1st day of July, 2003 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin corporation.

Lease Agreement made this 30th day of June, 1998 by and between Roger D. Pannier and Pamela S. Pannier, husband and wife, and School Specialty, Inc., a Delaware Corporation.

438 Camino Del Rio South, San Diego, CA 92108

Amendment to Lease dated October 28, 2002 between United Hansel Inc. and School Specialty Inc. (SPARK).

Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Lease between United Hansel, Inc., a California corporation and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated October 28, 2002.

3825 S. Willow Ave., Fresno CA 93722.

Amendment to Lease dated December 5, 2008 by and between School Specialty, Inc. as Tenant and JBPOps, LP as successor to One-Eight Investments, Inc. as Landlord.

Lease Agreement entered into on July 20, 1999 by and between School Specialty, Inc. as Tenant and One-Eight Investments, Inc. as Landlord.

101 Almgren Dr., Agawam, MA 01001

The property was sublet in its entirety by School Specialty, Inc. under a Sublease entered into on December 31, 2004 by and between Vaupell Holdings, Inc. as Sublessee and School Specialty, Inc. as Sublessor.

The interest of the Landlord was assigned to Four Cities Partners, Ltd. on November 21, 2001.

Lease Agreement entered into on November 3, 2000 by and between School Specialty, Inc., as Tenant and Agawam SSI, L.L.C. as Landlord.

100 Paragon Parkway, Mansfield, OH 44903

Amendments by Lustbader-Ruskin Investments, the Lessor and School Specialty, Inc. the Lessee on June 6, 2008 and on October 31, 2008.

The Lessor's sole member interest was assigned from Mesirow Realty Sale-Leaseback, Inc. to Lustbader-Ruskin Investments on January 11, 2002.

Lease Agreement entered into on November 3, 2000 by and between School Specialty, Inc. as Lessee and SSI Mansfield, L.L.C. as Lessor.

3175 Northwoods Parkway, Norcross, GA 30071

Lease Agreement entered into November 2, 2009, by and between Northwoods Investors, LLC, A Delaware Limited Liability Company as Landlord and School Specialty, Inc., a Wisconsin corporation.

3031 Industry Drive, Lancaster, PA 17601

Revised summary sheet dated September 13, 2007. This revised summary sheet cancels the previous summary sheet for the period of January 1, 2003 thru December 31, 2007.

Revised summary sheet dated September 22, 2003. This revised summary sheet cancels the previous summary sheet for the period of January 1, 1998 thru December 31, 2002.

Lease Agreement entered into January 1, 2003, by and between Benjamin H. Herr a & Elizabeth B. Herr, as Landlord and Childcraft Education Corp., as Tenant.

Revised summary sheet dated October 26, 2012. Revised summary sheet cancels and replaces the previously effective summary sheet.

W6316 Design Drive, Greenville, WI 54942

Amendment entered into on February 12, 2007 by and between School Specialty, Inc. as Tenant and Calumet Village Partners, LLP as Landlord.

Amendment entered into on May 15, 2001. This amendment assigned the Landlord's interest to Calumet Village Partners, LLP. This amendment was entered into by and between School Specialty, Inc. as Tenant and Calumet Village Partners, LLP as Landlord.

Lease Agreement entered into on December 2000 by and between School Specialty, Inc., as Tenant and Stephen A. Winter and Teresa E. Winter as Landlord.

1156 Four Star Drive, Mount Joy, PA 17552

Amendment entered into on April 30, 2004 by and between Redcay Industrial Development, III, LLC, a Pennsylvania Limited Liability Company, as Landlord and School Specialty, Inc., a Wisconsin corporation as Tenant.

Lease entered into on April 9, 2004 by and between Redcay Industrial Development, III, LLC, a Pennsylvania Limited Liability Company, as Landlord and School Specialty, Inc., a Wisconsin corporation as Tenant.

1145 Arroyo Avenue, San Fernando, CA 91340

Amendment entered into April 5, 2012, by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

Lease entered into June 25, 2005, by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

Second Amendment entered into July 31, 2012 by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

400 Sequoia Drive, Bellingham, WA 98226

Amendment entered into November 1, 2008, by and between COMCAST of Washington IV, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Amendment entered into June 11, 2007, by and between COMCAST of Washington IV, Inc. f/k/a TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Amendment entered into March 22, 2005, by and between COMCAST of Washington IV, Inc. f/k/a TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Sublease entered into June 4, 2002, by and between TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

2000 Kentucky Street, Bellingham, WA 98226

Lease Extension Agreement entered into January 19, 2011, by and between The Harvey Partnership, a Washington partnership, as Lessor and Premier Agendas, Inc. d/b/a Premier Graphics as Lessee.

Lease entered into April 2, 1996, by and between The Harvey Partnership, a Washington partnership, as Lessor and Premier Agendas, Inc. d/b/a Premier Graphics as Lessee.

Schedule 4.14(b) – Lease Defaults

Part A

None

Part B

None

Schedule 4.14(c) – Eligible Inventory Locations

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
1156 Four Star Drive, Mount Joy, PA 17552
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 - 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
438 Camino Del Rio South, San Diego, CA 92108

Inventory held by Processors and Agents

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206
Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096

RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.
Taylor, TX 76574

Property Owner:

Taylor CPB Property LLC
3500 W 75th St, Suite 200
Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC
481 Great Plain Ave.
Needham, MA 02492-3728

[Print Partner locations](#)

Premier Print Partner Plants

CDS
2661 S. Pacific Hwy.
Medford, OR 97501

And

Dock #3
2603 S. Pacific Hwy
Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule 4.15 – Deposit Accounts and Securities Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	
School Specialty, Inc.	Operating	JPMorgan Chase	*
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
Bird in Hand	Disbursement	JPMorgan Chase	
School Specialty, Inc.	Payroll	JPMorgan Chase	
Califone	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	
School Specialty, Inc.	Flex Spending	JPMorgan Chase	
School Specialty, Inc. (d/b/a SPARK)			
	Working Fund	JPMorgan Chase	
Califone	Credit Card Depository	JPMorgan Chase	
Delta Education	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	School Specialty/LB Depository	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
Califone International, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	
Premier Agendas, Inc.	Depository	JPMorgan Chase	*

Califone International, Inc.	Depository	Wells Fargo Bank	*
School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Concentration	JPMorgan Chase	*
School Specialty, Inc.	Depository	Comerica	**
School Specialty, Inc.	Depository	JPMorgan Chase	**
School Specialty, Inc.	Depository	Bank of America	**

* Control agreements in effect for these accounts

** Accounts which are utilized to collateralize letters of credit. It is assumed that these will be eventually replaced with a Wells Fargo account and corresponding letters of credit.

JPMorgan Chase
10 S Dearborn Chicago, IL 60603
Gina Sorci (312) 732-2029

Bank of America
112 East Holly Street
Bellingham, WA 98225
(360) 676-2816

Wells Fargo Bank
21255 Burbank Blvd., Suite 110
Woodland Hills, CA 91367
Peggy Knox (818) 595-3961

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Lockbox Depository	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Disbursement-Payables	JPMorgan Chase
Premier School Agendas, Ltd.	Credit Card Depository	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
School Specialty, Inc.	Lockbox and Disbursements	JPMorgan Chase
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Schedule 4.16A – Labor Complaints, Etc.

None

Schedule 4.16B – Union Matters

None

Schedule 4.17 – Relevant Jurisdictions

Filing Jurisdictions:

School Specialty, Inc. – Wisconsin

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

3825 S. Willow Avenue
Fresno, CA 93722

1156 Four Star Dr.
Mount Joy, PA 17552

100 Paragon Pkwy
Mansfield, OH 44903

3175 Northwoods Parkway
Norcross, GA 30071

438 Camino Del Rio South
San Diego, CA 92108

625 Mount Auburn St
Cambridge, MA

Premier Agendas, Inc. – Washington

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

2000 Kentucky St.
Bellingham, WA 98226

2007 - 2019 Iowa Street
Bellingham, WA 98226

400 Sequoia Drive, Suite 200
Bellingham, WA 98226

1845 N. Airport
Fremont, NE 68026

Delta Education, LLC - Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

80 Northwest Blvd
Nashua, NH 03063

109 W. Commercial St.
East Rochester, NY 14445

Sportime, LLC - Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Childcraft Education Corp. – New York

Chief Executive Office and office of books, records and senior management

W6316 Design Drive

Greenville, WI 54942

Sax Arts & Crafts, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive

Greenville, WI 54942

Bird-In-Hand Woodworks, Inc. – New Jersey

Chief Executive Office and office of books, records and senior management

W6316 Design Drive

Greenville, WI 54942

Other location

3031 Industry Drive

Lancaster, PA 17603

Califone International, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive

Greenville, WI 54942

Other location

1145 Arroyo Ave

San Fernando, CA

ClassroomDirect.com, LLC – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

None

Frey Scientific, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

None

Select Agendas, Corp. – Nova Scotia

Chief Executive Office and office of books, records and senior management

6800 Chemin de la Cote-de-Liesse
St-Laurent, Quebec H4T 2A7

Other location

None

Premier School Agendas, Ltd. –

Chief Executive Office and office of books, records and senior management

20230 64th Avenue
Langley, BC V2Y-1N3

Other location

None

SCHEDULE 4.18**to****CREDIT AGREEMENT (BAYSIDE)****Patents**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
BIN AND BAY SHELVING AND STORAGE UNIT	United States			D437,706	02/20/01	Granted	Childcraft Education Corp
DUAL SURface BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted	School Specialty, Inc.
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	Granted	Childcraft Education Corp
COAT RACK AND STORAGE UNIT	United States			D436,263	01/16/01	Granted	Childcraft Education Corp
ROLLING BIN	United States			D423,171	04/18/00	Granted	Childcraft Education Corp
ART TABLE	United States			D423,254	04/25/00	Granted	Childcraft Education Corp
ROOM DIVIDER	United States			D423,825	05/02/00	Granted	Childcraft Education Corp
HANDLES IN A PAIR OF SWINGING DOORS	United States			D429,097	08/08/00	Granted	Childcraft Education Corp
TOY REFRIGERATOR HAVING AN ACTIVITY SURface	United States	09/479,004	01/07/00	6171173	01/09/01	Granted	Childcraft Education Corp
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06			Published	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Granted	Childcraft Education Corp
CHAIR	United States			D470,320	02/18/03	Granted	Childcraft Education Corp
CHAIR	United States			D471,730	03/18/03	Granted	Childcraft Education Corp

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted	School Specialty, Inc.
METHOD OF TEACHING READING	Canada		12/01/00	2327241	06/10/08	Granted	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Granted	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Granted	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Granted	Childcraft Education Corp

United States Trademarks

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
1ST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC	School Specialty, Inc.	Pending		85/739,308		26-Sep-2012
ABC	School Specialty, Inc.	Pending		85/744,810		03-Oct-2012
ABC	School Specialty, Inc.	Pending		85/752,878		12-Oct-2012
ABC	School Specialty, Inc.	Pending		85/758,695		19-Oct-2012
ABC	School Specialty, Inc.	Pending		85/764,916		26-Oct-2012
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
ABILITIES	Sportime, LLC	Registered	1741976	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		Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
AUTOSKILL	School Specialty, Inc.	Pending		85/440,105		05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
BASE TEN FRIES	Delta Education, LLC	Registered	2343563		18-Apr-2000	

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146		25-Jul-1995	
BECKLEY CARDY & Design	School Specialty, Inc.	Registered	3444300	77/262,873	10-Jun-2008	23-Aug-2007
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CATT	School Specialty, Inc.	Pending		85/600,067		17-Apr-2012
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267		06-Mar-2001	
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089		16-Dec-2003	
CLASSROOM SELECT	School Specialty, Inc.	Registered	3162946	75/811,427	24-Oct-2006	28-Sep-1999
CLASSROOM SELECT & Design	School Specialty, Inc.	Registered	3350057	78/846,980	04-Dec-2007	27-Mar-2006
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT - AREA VOCABULARY BUILDER	School Specialty, Inc.	Published		85/053,659		03-Jun-2010

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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		18-Jul-2000	
DECIMAL DOG	Delta Education, LLC	Registered	2837853		04-May-2004	
DELTA CIRCUITWORKS	Delta Education, LLC	Registered	2923833		01-Feb-2005	
DELTA EDUCATION	Delta Education, LLC	Registered	2812356		10-Feb-2004	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672		08-Aug-2000	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043		18-Apr-2000	
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		20-Jul-1993	
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		25-May-2004	
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	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617		05-Jun-2001	
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616		05-Jun-2001	
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810		19-Jun-2001	
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886		20-Nov-2001	
DIAL-A-TIME	Delta Education, LLC	Registered	2456424		29-May-2001	
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	

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DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995		19-Oct-1999	
EPS	School Specialty, Inc.	Registered	2292730		16-Nov-1999	
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714		28-Sep-1999	
EPS -CL16	School Specialty, Inc.	Registered	2279489		21-Sep-1999	
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181		07-Sep-1999	
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
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
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004

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GO WORKBOOK	Premier Agendas, Inc.	Registered	3117882	78/277,792	18-Jul-2006	23-Jul-2003
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
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
HEXAGONoes	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
HUSH BUDDY	Califone International, Inc.	Published		85/389,616		04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Pending		85/627,761		17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Pending		85/627,763		17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
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
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483		21-Sep-1999	
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
MATH TUNE-UPS	Delta Education, LLC	Registered	2605461		06-Aug-2002	

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NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
ODYSSEY	Califone International, Inc.	Pending		85/354,383		23-Jun-2011
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
PATH DRIVER	School Specialty, Inc.	Pending		85/654,564		18-Jun-2012
PATH DRIVER FOR MATH	School Specialty, Inc.	Pending		85/566,908		12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,326		19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Pending		85/566,906		12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,328		19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010
PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012

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PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691		07-Mar-2000	
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
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, Inc.	Pending		85/736,959		09-24-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	06-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	06-Dec-2011	13-Oct-2010
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992
S.P.I.R.E. (SPIRE)	School Specialty, Inc.	Registered	2048906		01-Apr-1997	
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
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	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 LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010
SCHOOL SPECIALTY ONLINE (Design)	School Specialty, Inc.	Registered	3437742	78/628,899	27-May-2008	12-May-2005
SCHOOL SPECIALTY THE POWER OF TEACHING. THE WONDERS OF LEARNING, & Design	School Specialty, Inc.	Registered	3007875	78/331,687	18-Oct-2005	21-Nov-2003

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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		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SITTON SPELLING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913		09-Jun-1998	
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
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	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
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, Inc.	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
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862		03-Jul-2001	
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	Sax Arts & Crafts, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
ULTRA PLUS	School Specialty, Inc.	Registered	2730228	76/302,139	24-Jun-2003	20-Aug-2001
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012
VERSA TEMP	Sax Arts & Crafts, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992

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VIC (MISCELLANEOUS DESIGN ONLY)	School Specialty, Inc.	Registered	3024505	78/331,716	06-Dec-2005	21-Nov-2003
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 Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4,273,401	85/555,103	8-Jan--2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178		14-Sep-1999	
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	Sax Arts & Crafts, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982
YOU FOCUS ON ACHIEVEMENT, WE FOCUS ON YOU	School Specialty, Inc.	Registered	3687338	77/598,309	22-Sep-2009	22-Oct-2008

Trademarks other than in the United States

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
ABC	Canada Childcraft Education Corp	Registered	737538	1310677	03-Apr-2009	26-Jul-2006
ABILITIES	Canada Sportime, LLC	Registered	747940	1331474	17-Sep-2009	16-Jan-2007
ACADEMY OF MATH	Canada School Specialty, Inc.	Registered	TMA614425	1123254	08-Jul-2004	26-Nov-2001
ACADEMY OF READING	Canada School Specialty, Inc.	Registered	TMA553660	1049743	13-Nov-2001	08-Mar-2000
AGENDA MATE	Canada Premier Agendas, Inc.	Registered	TMA405655	689907	27-Nov-1992	19-Sep-1991
AGENDAS DESIGN	Canada Premier Agendas, Inc.	Registered	TMA651657	1173815	27-Oct-2005	27-Oct-2005
AUTOSKILL	Canada School Specialty, Inc.	Pending		1568321		12-Mar-2012
AUTOSKILL	Canada School Specialty, Inc.	Registered	TMA393997	673829	07-Feb-1992	16-Jan-1991
AUTOSKILL & Design	Canada School Specialty, Inc.	Registered	TMA415136	673830	06-Aug-1993	16-Jan-1991
BASIC BASICS	Canada Premier Agendas, Inc.	Registered	TMA500824	843311	17-Sep-1998	17-Sep-1998
BIRD IN HAND WOODWORKS & Design	Canada Childcraft Education Corp.	Pending	TMA837,636	1513321	04-Dec-2012	31-Jan-2011
BIRD-IN-HAND	Canada Childcraft Education Corp	Pending		1513319		31-Jan-2011
CALIFONE	Canada Califone International, Inc.	Registered	TMA153506	297477	06-Oct-1967	02-Jun-1966
CANADIAN TO THE CORE	Canada Premier Agendas, Inc.	Registered	TMA607353	1166086	08-Apr-2004	08-Apr-2004
CATCHBALL	Germany Select Service & Supply Co, In	Registered	2069111		27-Jun-1994	31-Oct-1993
CHILDCRAFT	Canada Childcraft Education Corp	Registered	656137	1242177	06-Jan-2006	29-Dec-2004

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CLASSROOM DIRECT & design	Canada Classroom Direct.com LLC	Registered	790151	1434680	09-Feb-2011	15-Apr-2009
CLASSROOM SELECT & Design	Canada School Specialty, Inc.	Pending	TMA835,328	1500927	30-Oct-2012	25-Oct-2010
CLASSROOM SELECT Horizontal Logo	Canada School Specialty, Inc.	Pending	TMA835,312	1500934	30-Oct-2012	25-Oct-2010
COMPASS FOR CAMPUS	Canada Premier Agendas, Inc.	Registered	TMA579787	1070625	23-Apr-2003	23-Apr-2003
CVB CONTENT - AREA VOCABULARY BUILDER	Canada School Specialty, Inc.	Registered	TMA829,324	1485406	07-Aug-2012	16-Jun-2010
DELTA EDUCATION & Design	Canada Delta Education, LLC	Registered	733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	Canada Delta Education, LLC	Registered	746955	1319222	03-Sep-2009	06-Oct-2006
DISCOVER AGENDA	Canada Premier Agendas, Inc.	Registered	TMA585899	1119643	23-Jul-2003	23-Jul-2003
EARLY CHILDHOOD DIRECT	Canada Bird-In-Hand Woodworks, Inc	Registered	599487	1050895	15-Jan-2004	15-Mar-2000
EDUCATION ESSENTIALS	Canada School Specialty, Inc.	Registered	654482	1230486	06-Dec-2005	16-Sep-2004
EPS	Canada School Specialty, Inc.	Registered	TMA557,206		31-Jan-2002	31-Jan-2002
EPS	Canada School Specialty, Inc.	Registered	TMA551,753		28-Sep-2001	
EPS	Canada School Specialty, Inc.	Registered	TMA550,546		10-Sep-2001	10-Sep-2001
EPS	Canada School Specialty, Inc.	Registered	790904	1446509	16-Feb-2011	29-Jul-2009
EPS	Canada School Specialty, Inc.	Registered	TMA558,743		04-Mar-2002	04-Mar-2002
FREY CHOICE	Canada School Specialty, Inc.	Registered	796468	1451837	02-May-2011	15-Sep-2009

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
FREY SECURE	Canada School Specialty, Inc.	Registered	796480	1451833	02-May-2011	15-Sep-2009
FREY SELECT	Canada School Specialty, Inc.	Registered	796481	1451834	02-May-2011	15-Sep-2009
GO WORKBOOK	Canada Premier Agendas, Inc.	Registered	647913	1209178	13-Sep-2005	10-Mar-2004
HABITS OF SUCCESS	Canada Premier Agendas, Inc.	Registered	TMA563006	1070623	04-Jun-2002	04-Jun-2002
HELPING EDUCATORS ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	Canada School Specialty, Inc.	Registered	758568	1403756	02-Feb-2010	17-Jul-2008
IF I PLAN TO LEARN I MUST LEARN TO PLAN	Canada Premier Agendas, Inc.	Registered	TMA434047	731407	30-Sep-1994	30-Sep-1994
INCOMMAND PRO	Canada Premier Agendas, Inc.	Pending		1,600,152		29-Oct-2012
INQUIRY INVESTIGATIONS & Design	Canada Delta Education, LLC	Registered	826611	1508615	19-Jun-2012	20-Dec-2010
INTEGRATIONS	Canada Sportime, LLC	Registered	636598	1167511	01-Apr-2005	14-Feb-2003
INTEGRATIONS	Germany Sportime, LLC	Registered	30454687	30454687.9	17-Mar-2005	24-Sep-2004
INTEGRATIONS	United Kingdom Sportime, LLC	Registered	2369512	2369512	08-Apr-2005	30-Jul-2004
LEARNING OUTLET	Canada School Specialty, Inc.	Pending		1550251		01-Nov-2011
MAKING CONNECTIONS	Canada School Specialty, Inc.	Registered	748126	1388573	18-Sep-2009	25-Mar-2008
MISCELLANEOUS DESIGN	Canada School Specialty, Inc.	Registered	724639	1218515	26-Sep-2008	28-May-2004
NATURE'S IMPRESSIONS	Canada School Specialty, Inc.	Registered	785621	1422392	21-Dec-2010	18-Dec-2008
ONTRAC	Canada Premier Agendas, Inc.	Published		1429126		26-Feb-2009

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
OTMP	Canada Premier Agendas, Inc.	Pending		1,602,421		14-Nov-2012
PATH DRIVER	Canada School Specialty, Inc.	Pending		1,586,716		18-Jul-2012
PATH DRIVER FOR MATH	Canada School Specialty, Inc.	Pending		1,586,714		18-Jul-2012
PATH DRIVER FOR READING	Canada School Specialty, Inc.	Pending		1,586,715		18-Jul-2012
PORTFOLIO	Canada School Specialty, Inc.	Registered	TMA823596	1483658	08-May-2012	03-Jun-2010
PREMIER COMPASS AGENDA	Canada Premier Agendas, Inc.	Registered	TMA579786	1070604	23-Apr-2003	23-Apr-2003
PREMIER GO PROGRAM	Canada Premier Agendas, Inc.	Registered	668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	Canada Premier Agendas, Inc.	Registered	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP	Canada Premier Agendas, Inc.	Pending		1,602,437		28-Nov-2012
PREMIER OTMP CURRICULUM	Canada Premier Agendas, Inc.	Pending		1,602,425		14-Nov-2012
PREMIER OTMP PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,423		14-Nov-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,435		14-Nov-2012
PREMIERCAMPUS	Canada Premier Agendas, Inc.	Registered	799733	1433020	10-Jun-2011	31-Mar-2009
PRIMA VUE	Canada Premier Agendas, Inc.	Registered	TMA569651	1089539	25-Oct-2002	25-Oct-2002
PROJECTS BY DESIGN	Canada School Specialty, Inc.	Registered	805134	1448868	24-Aug-2011	20-Aug-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Canada Premier Agendas, Inc.	Pending		1,600,748		09-Nov-2012

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
READ AND DISCOVER	Canada Premier Agendas, Inc.	Registered	TMA627127	1200255	01-Dec-2004	01-Dec-2004
SCHOOL SMART	Canada School Specialty, Inc.	Registered	734412	1269559	13-Feb-2009	23-Aug-2005
SCHOOL SMART & Design	Canada School Specialty, Inc.	Registered	739508	1269561	06-May-2009	23-Aug-2005
SCHOOL SPECIALTY	Canada School Specialty, Inc.	Registered	715934	1331578	04-Jun-2008	17-Jan-2007
SCHOOL SPECIALTY LITERACY AND INTERVENTION	Canada School Specialty, Inc.	Registered	TMA823587	1491322	08-May-2012	05-Aug-2010
SCHOOL SPECIALTY ONLINE & Design	Canada School Specialty, Inc.	Registered	765953	1279025	06-May-2010	09-Nov-2005
SCHOOL SPECIALTY WEXPLORE	Canada School Specialty, Inc.	Registered	805811	1466160	31-Aug-2011	18-Jan-2010
SHOW AND SHARE	Canada Premier Agendas, Inc.	Registered	TMA625684	1200256	17-Nov-2004	17-Nov-2004
SMART PACK	Canada Premier Agendas, Inc.	Registered	TMA627128	1200254	01-Dec-2004	01-Dec-2004
SOLUTION SCOLAIRE	Canada School Specialty, Inc.	Registered	816276	1473175	26-Jan-2012	15-Mar-2010
SOLUTION SCOLAIRE & Design	Canada School Specialty, Inc.	Registered	808345	1482471	05-Oct-2011	25-May-2010
SPORDAS	Finland Select Service & Supply Co, In	Registered	127477		05-Aug-1993	
SPORDAS	France Sportime, LLC	Registered	92/442,446		12-Jun-1992	
SPORDAS	Germany School Specialty, Inc.	Registered	2075525		13-Jun-1992	
SPORDAS	Greece Sportime, LLC	Registered	111602		26-Nov-1992	
SPORDAS	Ireland Sportime, LLC	Registered	149159	149159	16-Jun-1992	16-Jun-1992

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORDAS	Norway Select Service & Supply Co, In	Registered	160551		09-Dec-1993	23-Oct-1992
SPORDAS	Portugal Sportime, LLC	Registered	284948	284948	24-Mar-1994	30-Jul-1992
SPORDAS	Sweden Select Service & Supply Co, In	Registered	249418		28-May-1993	
SPORDAS	Switzerland Sportime, LLC	Registered	518250	02804/2003	23-May-2003	23-May-2003
SPORDAS	United Kingdom Select Service & Supply Co, In	Registered		1503060	11-Jun-1992	11-Jun-1992
SPORDAS & Design	Benelux Sportime, LLC	Registered	519716	782031	17-Jun-1992	17-Jun-1982
SPORDAS (word mark)	Denmark Sportime, LLC	Registered	vr109531992		27-Nov-1992	
SPORDAS (word stylized)	Italy Sportime, LLC	Registered	992210		17-Jul-1992	17-Jul-1992
SPORTIME	Australia Sportime, LLC	Registered	A605437		25-Jun-1993	25-Jun-1993
SPORTIME	Brazil Sportime, LLC	Registered	817409459		01-Mar-1995	
SPORTIME	Canada Sportime, LLC	Registered	365972		23-Feb-1990	
SPORTIME	Canada Sportime, LLC	Registered	TMA565,487	1044355	02-Aug-2002	16-Apr-1998
SPORTIME	Israel Sportime, LLC	Pending	89910			18-Nov-1993
SPORTIME	Japan Sportime, LLC	Registered	3141032	5072198	30-Apr-1996	
SPORTIME	Korea, Republic of Sportime, LLC	Registered	7726	156466	03-Jul-2003	
SPORTIME	Mexico Sportime, LLC	Registered	493739	493739	10-Aug-1992	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORTIME	New Zealand Sportime, LLC	Registered	236174		20-Apr-1994	20-Apr-1994
SPORTIME	Panama Sportime, LLC	Registered	66973	66973	16-Mar-1995	16-Mar-1995
SPORTIME	Panama Sportime, LLC	Registered	66974	66974	16-Mar-1995	16-Mar-1995
SPORTIME	Singapore Sportime, LLC	Registered	T03/12522D	T03/12522D	15-Aug-2003	15-Aug-2003
SPORTIME	South Africa Sportime, LLC	Registered		93/10983	19-Nov-1993	
SPORTIME & Design	Singapore Sportime, LLC	Registered		T03/12525I	15-Aug-2003	15-Aug-2003
SPORTIME AND DESIGN	Singapore Sportime, LLC	Registered	T03/12524J	T03/12524J	15-Aug-2003	15-Aug-2003
SUR LA VOIE	Canada Premier Agendas, Inc.	Registered	776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	Canada Premier Agendas, Inc.	Registered	TMA823595	1498607	08-May-2012	05-Oct-2010
TIMETRACKER	Canada Premier Agendas, Inc.	Registered	TMA768,035	1167989	28-May-2010	17-Feb-2003
UGO365	Canada Premier Agendas, Inc.	Registered	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365	Canada Premier Agendas, Inc.	Pending		1495318		09-Sep-2010
VB TRAINER (Canada)	Sportime, LLC	Pending		1,609,766		1/14/2013
WEXPLORE	Canada School Specialty, Inc.	Registered	805814	1466159	31-Aug-2011	18-Jan-2010
WHERE THE CHILD COMES FIRST	Canada Childcraft Education Corp.	Pending		1568312		12-Mar-2012

Copyrights

ABC SCHOOL SUPPLY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
A B C School Supply, Inc.	ABC School Supply, Inc. ... catalog	TX0002189648	11/10/1987
A B C School Supply, Inc.	The Rainbow book of early learning materials	TX0002282947	2/16/1988
A B C School Supply, Inc.	ABC puts the whole world in your hands	TX0002189647	11/10/1987
ABC School Supply, Inc.	Parent lending library master guide	TX0004131135	9/12/1995

AUTOSKILL

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Autoskill, Inc.	Autoskill Autonetwork.	TXu001050042	9/25/2002
Autoskill, Inc.	Autoskill Autonetwork BV.	TXu001050040	9/25/2002
Autoskill, Inc.	Autoskill : component reading subskills testing and training program.	TX0001742632	1/27/1986
Autoskill, Inc.	Autoskill mathematics program (AMP) / written by Ernest James Foster, 1951-.	TX0003452231	6/30/1992
Autoskill, Inc.	Incomnet Autonetwork.	TXu001050041	9/25/2002
Autoskill, Inc.	Math program for ICON / Ernie Foster.	TX0003452232	6/30/1992
AutoSkill International, Inc.	Academy of reading.	TX0005151672	12/27/1999

BECKLEY CARDY

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalog IV, Early learning	TX0001691988	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials	TX0001686703	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials.	TX0001689863 TX0001689864	11/4/1985 11/4/1985
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0002446722 TX0002446720 TX0002446718	12/8/1988 12/8/1988 12/8/1988
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0003296388 TX0003296387	4/27/1992 4/27/1992
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003032681 TX0003092730 TX0003156360 TX0003233655	2/20/91; 6/25/91; 10/17/91; 1/29/92
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002760468 TX0002803169 TX0002879561 TX0002959914	3/5/90 4/24/90 8/29/90 12/10/90
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002491862 TX0002539669 TX0002654732 TX0002669451	2/6/89 4/14/89 10/11/89 11/07/89
Beckley-Cardy, a subsidiary of Edgell Communications, Inc	Beckley Cardy : general catalog	TX0002462688	12/2/1988
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001691678	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001683069	11/4/1985
Edgell Communications, Inc.	Beckley Cardy : general catalog	TX0002745207	2/14/1990
Beckley-Cardy, Inc.	Create a classroom 1.0.	PAu002246021	8/12/1997

BRODHEAD GARRETT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002159275	10/1/1987
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0001261623	11/9/1983
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000872324	3/17/1982
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000476250	5/19/1980

CHILDCRAFT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation.	Childcraft : the growing years : [catalog].	TX0000677954	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677953	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677955	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677952	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677951	5/13/1981
Carol Mardell & Dorothea S. Goldenberg	Dial-R / [Carol D. Mardell-Czudnowski, Dorothea S. Goldenberg].	TX0001413417	6/29/1984
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001594689	3/15/1985
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001764298	3/26/1986
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002250405	2/1/1988
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002486090	2/1/1989
Carol Mardell-Czudnowski & Dorothea Goldenberg	DIAL-R activity card system : developmental tasks for school and home	TX0002634186	8/9/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Carol Mardell-Czudnowski and Dorothea S. Goldenberg	Dial-R for parents : activities for the child at home keyed to the Dial-R assessment kit	TX0002634081	8/15/1989
Childcraft Education Corporation	Childcraft--building minds and imaginations for the growing years : 1990	TX0002787251	3/13/1990
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0004140775	8/30/1995
Childcraft Education Corporation	Notice of grant security interest in copyrights	V3437D211	6/28/1999
Childcraft Education Corp	Earth and Space	SR0000611712	9/13/2007
Childcraft Education Corp	Inquiry	SR0000611715	9/13/2007
Childcraft Education Corp	Life Science	SR0000611714	9/13/2007
Childcraft Education Corp	Personal and Social Perspectives	SR0000611711	9/13/2007
Childcraft Education Corp	Physical Science	SR0000611710	9/13/2007
Childcraft Education Corporation	Let's get cooking! / by Margot Hammond.	TX0004742730	3/17/1998
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001594688	3/15/1985
		TX0002239795	8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297;	2/28/1986;
		TX0001889261	8/21/1986
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002124525	8/3/1987
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002009649;	2/24/1987 &
		TX0002124526	8/3/1987
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002326459;	2/8/1988;
		TX0002404103;	9/6/1988;
		TX0002404104;	9/6/1988;
		TX0002403577;	10/24/1988;
		TX0002407643;	10/24/1988
		TX0002407644	

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002319535; TX0002402995; TX0002404100; TX0002402994	2/8/1988; 9/6/1988; 9/6/1988; 9/6/1988
Childcraft Education Corporation	Childcraft west : the Growing Years, infants, early childhood, special ed. school catalog	TX0002486089	2/1/1989
Childcraft Education Corporation	Childcraft West--building minds and imaginations for the growing years : 1990	TX0002787252	3/13/1990
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002537376; TX0002515392; TX0002714983; TX0002714984; TX0002714985; TX0002714986; TX0002714987	2/15/1989; 2/15/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog	TX0002501249; TX0002501669; TX0002501670; TX0002701220; TX0002701219; TX0002701218; TX0002701216; TX0002701217	2/2/1989; 2/2/1989; 2/2/1989; 12/1/1989; 12/1/1989; 12/1/1989 ; 12/1/1989; 12/1/1989
Childcraft, Inc.	Childcraft : toys that teach : [catalog].	TX0002765767; TX0002765768; TX0002765769; TX0002765770	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft, Inc.	Just for Kids! : America's favorite children's catalog	TX0002765891; TX0002765766; TX0002765892; TX0002765893	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft Education Corp	Celebrate Science Physical Science Set	SR0000611710	9/13/2007

CPO SCIENCE

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Air rocket : curriculum resource guide : force, motion and energy.	TX0005661277	12/19/2002
CPO Science, a division of Delta Education, LLC	Atom building game : structure of the atom.	TX0005643457	12/19/2002
CPO Science, a division of Delta Education, LLC	Bathymetric map with land topography : [World]	VA0001264564	6/6/2004
CPO Science, a division of Delta Education, LLC	Car and ramp : force and motion.	TX0005643458	12/19/2002
CPO Science, a division of School Specialty	CPO Science Earth Science Investigation Manual.	TX0006947238	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Student Text Book.	TX0006939698	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Teacher Guide.	TX0006939695	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Electronic Book.	TX0006989877	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Examview Test Bank.	TX0006989236	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Investigation Manual.	TX0006941501	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Lesson Organizer.	TX0006989223	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Student Text Book.	TX0006940713	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Guide.	TX0006940703	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Resource CD.	TX0006989231	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teaching Illustrations.	TX0006989228	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Electronic Book.	TX0006989905	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	CPO Science Physical Science Examview Test Bank.	TX0006989968	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Investigation Manual.	TX0006941513	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Lesson Organizer.	TX0006989897	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Student Text Book.	TX0006940658	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Guide.	TX0006940706	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Resource CD.	TX0006989965	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teaching Illustrations.	TX0006989941	4/14/2008
CPO Science, a division of Delta Education, LLC	Electric circuits : curriculum resource guide : electricity and circuits.	TX0005661281	12/19/2002
CPO Science, a division of Delta Education, LLC	Electric motor : electricity and magnetism.	TX0005643452	12/19/2002
CPO Science, a division of School Specialty	Focus on Earth Science Electronic Book.	TX0006933062	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Exam View Text Bank.	TX0006933640	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Investigation Manual.	TX0006933185	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Lesson Organizer.	TX0006933056	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Components CD.	TX0006933139	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Electronic Book.	TX0006933135	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Investigation Manual.	TX0006933174	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Student Text Book.	TX0006933192	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Student Textbook.	TX0006933199	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Guide.	TX0006933209	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Resource CD.	TX0006933072	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teaching Illustrations.	TX0006933084	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Electronic book.	TX0007195180	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Exam View Test Bank.	TX0007127016	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Investigation Manual.	TX0007126275	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Lesson Organizer.	TX0007194967	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Components CD.	TX0007194972	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Electronic Book.	TX0007194963	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Investigation Manual.	TX0007127021	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Student Text.	TX0007126303	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Student Text.	TX0007126309	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Guide.	TX0007126320	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Resource CD.	TX0007195159	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Physical Science Electronic Book.	TX0007132093	4/14/2008
CPO Science	Focus on Physical Science Teaching Illustrations.	TX0007162140	4/14/2008
CPO Science, a division of Delta Education, LLC	Foundations of physical science.	TX0006191850	6/13/2005
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Investigation Manual.	TX0007391167	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Student Text Book.	TX0007391170	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Teacher Guide.	TX0007391173	4/20/2011
CPO Science, a division of Delta Education, LLC	Foundations of physical science blackline masters.	TX0005801990	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science color teaching tools.	TX0005872256	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : electronic book.	TX0006172818	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science electronic book.	TX0005872257	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : ExamView test bank.	TX0005643760	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science investigations.	TX0006191699	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science : investigations / Tom Hsu.	TX0005659139	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : skill and practice worksheets.	TX0005659137	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : teacher's guide.	TX0005653856	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science / Tom Hsu.	TX0005659140	12/19/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science	Foundations of physical science with earth and space science : blackline masters.	TX0005817995	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science color teaching tools.	TX0005872258	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science electronic book.	TX0005872259	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : Exam View Test Bank.	TX0005817988	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : skill and practice worksheets.	TX0005817987	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science / Tom Hsu.	TX0005776361	6/6/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space studies / Tom Hsu.	TX0005800659	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical with earth and space science / Tom Hsu.	TX0005803829	8/15/2003
CPO Science, a division of Delta Education, LLC	Foundations of physics.	TX0006001517	6/6/2004
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Examview Test Bank.	TX0007388448	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Investigation Manual.	TX0007388215	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Student Text Book.	TX0007388362	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Guide.	TX0007388274	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Resource CD.	TX0007388430	4/26/2011
CPO Science, a division of Delta Education, LLC	Foundations of physics : electronic book.	TX0006052070	6/6/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Foundations of physics ExamView Test Bank.	TX0005993630	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : investigations / Tom Hsu.	TX0005913042	1/16/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : teacher's guide / Tom Hsu.	TX0005994977	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics / Tom Hsu.	TX0005836561	8/19/2003
CPO Science, a division of Delta Education, LLC	Gears and levers : curriculum resource guide : gears levers and rotating machines.	TX0005661280	12/19/2002
CPO Science, a division of Delta Education, LLC	Gravity drop : free fall and the gravity drop.	TX0005643454	12/19/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry ExamView test bank.	TX0005835009	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry investigations / Tom Hsu.	TX0005803522	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : skill and practice worksheets.	TX0005659138	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : teacher's guide / Tom Hsu.	TX0005659141	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry / Tom Hsu.	TX0005803523	12/20/2002
CPO Science	Integrated science : an investigative approach.	TX0006173600	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : electronic book.	TX0006166497	6/13/2005
CPO Science, a division of Delta Education, LLC	[Integrated science : an investigative approach exam view test bank]	TX0006172772	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : Investigations.	TX0006176273	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teacher's guide.	TX0006191851	6/13/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teachers support CD-ROM.	TX0006166495	6/13/2005
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science.	TX0005866196	9/19/2003
CPO Science, a division of Delta Education, LLC	Introduction to Earth and space science : investigations. / Tom Hsu.	TX0005817939	8/15/2003
on text; CPO Science, division of Delta Education, LLC	Introduction to Earth and space science / Tom Hsu.	TX0005776744	6/6/2003
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science / Tom Hsu.	TX0005786573	9/19/2003
CPO Science, a division of Delta Education, LLC	Light and optics : properties of light.	TX0005643451	12/19/2002
CPO Science, a division of Delta Education, LLC	Marble launcher : curriculum resource guide : projectile motion.	TX0005661278	12/19/2002
CPO Science, a division of Delta Education, LLC	Pendulum : harmonic motion.	TX0005643450	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic puzzle : chemistry and the elements.	TX0005643453	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic table tiles : curriculum resource guide : chemistry and the elements.	TX0005661279	12/19/2002
CPO Science, a division of Delta Education, LLC	Physics a first course.	TX0006141984	2/28/2005
CPO Science, a division of School Specialty.	Physics A First Course Electronic Book.	TX0007235289	4/16/2008
CPO Science, a division of Delta Education, LLC	Physics : a first course electronic book.	TX0006198516	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Examview Test Bank.	TX0007219868	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics A First Course Exam View Test Bank	TX0006183169	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Investigation Manual	TX0007219870	12/16/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Physics a first course investigations.	TX0006125083	2/24/2005
CPO Science, a division of School Specialty.	Physics A First Course Proplanner.	TX0007235275	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Student Text Book.	TX0007235140	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Teacher Guide.	TX0007219861	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics, a first course : teacher's guide / Tom Hsu.	TX0006208070	6/13/2005
CPO Science, a division of Delta Education, LLC	Physics : a first course teachers support CD Rom.	TX0006198517	6/13/2005
CPO Science, a division of Delta Education, LLC	Rollercoaster : energy and energy conservation.	TX0005643449	12/19/2002
CPO Science, a division of Delta Education, LLC	Ropes and pulleys : force, work and energy.	TX0005643456	12/19/2002
CPO Science, a division of Delta Education, LLC	Sound and waves : music, sound and waves.	TX0005643455	12/19/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry DVD series.	TX0005783473	12/20/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry video series.	TX0005783461	12/20/2002
CPO Science, a division of School Specialty.	CPO Science Earth Science Electronic Book.	TX0006937162	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Examview Test Bank.	TX0006954526	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Lesson Organizer.	TX0006937093	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teacher Resource CD.	TX0006937150	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teaching Illustrations.	TX0006937146	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Focus on Physical Science Exam View Test Bank.	TX0007131667	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Investigation Manual.	TX0007131982	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Lesson Organizer.	TX0007131502	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Components CD.	TX0007139267	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Electronic Book.	TX0007137812	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Investigation Manual.	TX0007356040	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Student Text Book.	TX0007137830	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Student Text Book.	TX0007132216	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Teacher Resource CD.	TX0007137820	4/14/2008
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Multimedia DVD.	TX0007391165	4/20/2011
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Teacher Resource CD.	TX0007391151	4/20/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Examview Test Bank.	TX0007388979	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Investigation Manual.	TX0007389189	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Multimedia DVD.	TX0007392672	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Student Text Book.	TX0007389186	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher Resource CD.	TX0007392673	4/26/2011

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher's Guide.	TX0007388873	4/26/2011
CPO Science, a division of School Specialty.	Physics A First Course Teacher Resource CD.	TX0007229600	4/16/2008
COP Science, a division of School Specialty.	Focus on Life Science Teaching Illustrations.	TX0007195147	4/14/2008

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<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Beginnings: teacher's guide/Herbert D. Their, Robert C. Knott	TX0005877113	11/21/2003
Delta Education	Behavior of mealworms: teacher's guide	TX0002384470	7/8/1988
Delta Education, LLC	Butterflies and moths	TX0005914419	2/10/2004
Delta Education	Butterflies and moths: teacher's guide	TX0002384468	11/1/1996
Delta Education, Inc.	Charge it! Static electricity: activity guide/by Delta Education; author, Richard Bollinger	TX0004406415	11/1/1996
Delta Education, Inc.	Charge it! static electricity : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406422	11/1/1996
Delta Education	Classroom plants : teacher's guide.	TX0002384473	7/8/1988
Delta Education, Inc.	Clear view of area and volume formulas : activities, visuals, masters.	TX0004406667	2/19/1997
Delta Education, LLC	Color and light.	TX0005914420	2/10/2004
Delta Education, LLC	Communities : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866655	11/21/2003
Delta Education, Inc.	Crystal creations : activity guide / author, Carol Prekker.	TX0004406777	2/19/1997
Delta Education	Delta Science First Reader, Science and Literacy program Teacher's Guide.	TX0006898348	11/9/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta science module, erosion teacher's guide.	TX0006404994	6/28/2006
Delta Education	Delta science module, third edition : classroom plants : teacher's guide.	TX0006405648	6/28/2006
Delta Education	Delta science module, third edition : earth, moon, and sun : teacher's guide.	TX0006405649	6/28/2006
Delta Education	Delta science module, third edition : earth processes : teacher's guide.	TX0006405647	6/28/2006
Delta Education	Delta science module, third edition : electromagnetism : teacher's guide.	TX0006405651	6/28/2006
Delta Education	Delta science module, third edition : matter and change : teacher's guide.	TX0006405646	6/28/2006
Delta Education	Delta science module, third edition : plant and animal populations : teacher's guide.	TX0006405650	6/28/2006
Delta Education	Delta Science Modules, Third Ed., DNA: From Genes to Proteins Teacher's Guide.	TX0006898345	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio.	TX0006897073	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio (Spanish Edition)	TX0006897105	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook.	TX0006898338	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook, Spanish Edition	TX0006898340	11/9/2007
Delta Education	Delta Science Modules, Third Edition.		
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio.	TX0006897058	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio (Spanish Edition)	TX0006897064	12/7/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook.	TX0006898323	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook, Spanish Edition.	TX0006898320	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio (Spanish Edition)	TX0006897081	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio.	TX0006897097	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook.	TX0006898328	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook, Spanish Edition.	TX0006898339	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Using Science Notebooks Folio.	TX0006897051	12/7/2007
Delta Education	Delta Science Reader, Astronomy.	TX0006898342	11/9/2007
Delta Education	Delta Science Reader, Earth Movements Reader, Spanish Edition.	TX0006898332	11/9/2007
Delta Education	Delta Science Reader, Electrical Connections Delta Science Reader.	TX0006898344	11/9/2007
Delta Education	Delta Science Reader, Food Chains and Webs Reader, Spanish Edition.	TX0006898327	11/9/2007
Delta Education	Delta Science Reader, Force and Motion Reader, Spanish Edition.	TX0006898325	11/9/2007
Delta Education, Inc.	Detective lab : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406417	11/1/1996
Delta Education, Inc.	Detective lab : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406416	11/1/1996
Delta Education, LLC	Dinosaurs and fossils.	TX0005914416	2/10/2004
Delta Education, LLC	Discovery guide : body and senses : pre-K.	TX0005699021	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Earth movements.	TX0005913100	2/10/2004
Delta Education, LLC	Ecosystems : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866657	11/21/2003
Delta Education, LLC	Electrical circuits / [Sarah A. Maineri], senior project editor.	TX0005748056	5/8/2003
Delta Education	Electrical circuits : teacher's guide.	TX0002384480	7/8/1988
Delta Education, LLC	Electrical circuits : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747210	5/9/2003
Delta Education, Inc.	Electromagnetism : activity guide / by Delta Education ; author, Sally Seehafer.	TX0004406419	11/1/1996
Delta Education	Electromagnetism : teacher's guide.	TX0002384461	7/8/1988
Delta Education, Inc.	Energy & motion : activity guide / author, M. J. Lechner.	TX0004410975	2/18/1997
Delta Education, Inc.	Energy & motion : activity journal.	TX0004410976	2/18/1997
Delta Education, LLC	Energy sources : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877116	11/21/2003
Delta Education, LLC	Environments : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866659	11/21/2003
Delta Education, LLC	Finding the moon.	TX0005748493	5/8/2003
Delta Education, LLC	Finding the Moon : teacher's guide.	TX0005792811	8/12/2003
Delta Education	Finding the moon : teacher's guide / by Gretchen M. Alexander.	TX0002384476	7/8/1988
Delta Education, LLC	Flight and rocketry reader	TX0005913098	2/10/2004
Delta Education, Inc.	Flight! gliders to jets : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406420	11/1/1996
Delta Education, LLC	Food chains and webs : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747206	5/9/2003
Delta Education, LLC	Food chains and webs / [Sarah A. Maineri], senior project editor.	TX0005748057	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Force and motion : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747207	5/9/2003
Delta Education	From seed to plant : teacher's guide.	TX0002384472	7/8/1988
Delta Education, Inc.	Gears at work : activity guide / author, Joreen Hendry.	TX0004410977	2/18/1997
Delta Education, Inc.	Gears at work : activity journal / author, Joreen Hendry.	TX0004410978	2/18/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity guide / author, Katy Z. Allen.	TX0004423398	3/3/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity journal / author, Katy Z. Allen.	TX0004423399	3/3/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity guide / author, Kathy Z. Allen.	TX0004410979	2/18/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity journal / author, Kathy Z. Allen.	TX0004410973	2/18/1997
Delta Education, LLC	Hexagonoes exponents : level 1 : teacher guide.	TX0005853766	11/21/2003
Delta Education, LLC	Hexagonoes exponents : level 2 : teacher guide.	TX0005853767	11/21/2003
Delta Education, LLC	Hexagonoes percents : level 2 : teacher guide.	TX0005853768	11/21/2003
Delta Education, LLC	Investigating water.	TX0005913096	2/10/2004
Delta Education	Investigating water : teacher's guide.	TX0002384457	7/8/1988
Delta Education	Length and capacity : teacher's guide / by D. Louis Finsand.	TX0002384462	7/8/1988
Delta Education	Lenses and mirrors : teacher's guide / prepared by the National Learning Center.	TX0002384463	7/8/1988
Delta Education, LLC	Life cycles : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877115	11/21/2003
Delta Education	Looking at liquids : teacher's guide.	TX0002384458	7/8/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Magnetic magic : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406421	11/1/1996
Delta Education, LLC	Magnets.	TX0005913097	2/10/2004
Delta Education, LLC	Material objects : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877114	11/21/2003
Delta Education	Measuring : teacher's guide.	TX0002384465	7/8/1988
Delta Education	Newton's toy box : teacher's guide.	TX0006403251	6/28/2006
Delta Education, LLC	Observing an aquarium.	TX0005914421	2/10/2004
Delta Education, LLC	Observing an aquarium : teacher's guide.	TX0005914412	2/10/2004
Delta Education	Observing an aquarium : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384471	7/8/1988
Delta Education, LLC	Oceans.	TX0005913099	2/10/2004
Delta Education, LLC	Oceans : teacher's guide.	TX0005914414	2/10/2004
Delta Education, LLC	Organisms : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866656	11/21/2003
Delta Education, LLC	Plant and animal life cycles.	TX0005699028	5/8/2003
Delta Education	Plant and animal life cycles : teacher's guide.	TX0002384469	7/8/1988
Delta Education	Plants in our world reader.	TX0006402066	6/26/2006
Delta Education, LLC	Pollution.	TX0005913095	2/10/2004
Delta Education	Pond life : teacher's guide.	TX0002384467	7/8/1988
Delta Education	Powders and crystals : teacher's guide.	TX0002384459	7/8/1988
Delta Education	Properties : teacher's guide.	TX0002384460	7/8/1988
Delta Education, LLC	Relative position and motion : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866658	11/21/2003
Delta Education, Inc.	Rock origins : activity guide / author, Richard Bollinger.	TX0004406776	2/19/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Rocks and minerals : teacher's guide / by Ben Werner.	TX0002384479	7/8/1988
Delta Education, Inc.	Seed mysteries : activity guide / author, Mary Jo Lechner.	TX0004410972	2/18/1997
Delta Education, Inc.	Seed mysteries : activity journal / author, Mary Jo Lechner.	TX0004410974	2/18/1997
Delta Education, LLC	Simple machines.	TX0005699027	5/8/2003
Delta Education	Simple machines : teacher's guide / by Elizabeth Fox.	TX0002384481	7/8/1988
Delta Education	Sink or float? : teacher's guide.	TX0006403250	6/28/2006
Delta Education	Sink or float : teacher's guide.	TX0002384482	7/8/1988
Delta Education, LLC	Soil science.	TX0005914417	2/10/2004
Delta Education, LLC	Solar system / [Sarah A. Maineri], senior project editor.	TX0005748058	5/8/2003
Delta Education, LLC	Solar system : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747208	5/9/2003
Delta Education, LLC	Sound.	TX0005913094	2/10/2004
Delta Education, LLC	Sound : teacher's guide.	TX0005914413	2/10/2004
Delta Education	Sound : teacher's guide.	TX0002384456	7/8/1988
Delta Education, LLC	Stages of matter : teacher's guide.	TX0005792812	8/12/2003
Delta Education, LLC	States of matter / [Sarah A. Maineri], senior project editor.	TX0005748054	5/8/2003
Delta Education	States of matter : teacher's guide / by Michael Worosz.	TX0002384464	7/8/1988
Delta Education, LLC	Sunshine and shadows.	TX0005913093	2/10/2004
Delta Education	Sunshine and shadows : teacher's guide.	TX0002384477	7/8/1988
Delta Education, LLC	Using your senses / [Sarah A. Maineri], senior project editor.	TX0005748059	5/8/2003
Delta Education, LLC	Using your senses : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747205	5/9/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Water cycle.	TX0005914418	2/10/2004
Delta Education, LLC	Weather forecasting.	TX0005699029	5/8/2003
Delta Education	Weather forecasting : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384475	7/8/1988
Delta Education, LLC	Weather forecasting : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747209	5/9/2003
Delta Education, LLC	Weather instruments / [Sarah A. Maineri], senior project editor.	TX0005748055	5/8/2003
Delta Education	Weather instruments : teacher's guide / by Lester G. Paldy.	TX0002384478	7/8/1988
Delta Education, LLC	Weather watching / [Sarah A. Maineri], senior project editor.	TX0005748053	5/8/2003
Delta Education	Weather watching : teacher's guide / by Lester G. Paldy.	TX0002384474	7/8/1988
Delta Education, Inc.	Weather wise : activity guide / author, Ceanne Tzimopoulos.	TX0004410969	2/18/1997
Delta Education, Inc.	Weather wise : activity journal / author, Ceanne Tzimopoulos.	TX0004410970	2/18/1997
Delta Education, Inc.	Work : plane & simple : activity guide / author, Sally Gullatt Seehafer.	TX0004410971	2/18/1997
Delta Education, Inc.	Work--plane and simple : activity guide / by Delta Education ; author, Sally Gullatt Seehafer.	TX0004406418	11/1/1996
Delta Education, LLC	You and your body / [Sarah A. Maineri], senior project editor.	TX0005748052	5/8/2003
Delta Education, LLC	You and your body : teacher's guide.	TX0005815686	8/12/2003
Delta Education	You and your body : teacher's guide / by David R. Stronck.	TX0002384466	7/8/1988
Delta Education, Inc.	Amazing air : DSM II teacher's guide / National Learning Center.	TX0004441524	1/9/1997
Delta Education, Inc.	Animal behavior : teacher's guide.	TX0004440867	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Aquatic life mini-kit : equipment and guide to assist children in the exploration of an aquatic environment.	TX0003739371	12/6/1993
Delta Education, Inc.	Beginnings : teacher's guide : level K / Herbert D. Thier, Robert C. Knott.	TX0003363130	6/3/1992
Delta Education, Inc.	Behavior of mealworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957855	8/11/1982
Delta Education, Inc.	Body basics : activity guide.	TX0004406456	11/1/1996
Delta Education, Inc.	Body basics : activity journal.	TX0004406458	11/1/1996
Delta Education, Inc.	Brine shrimp : Delta project cards / William R. Brown, Edwin P. White.	TX0000957849	8/11/1982
Delta Education, Inc.	Bubble science activity guide.	TX0004406454	11/1/1996
Delta Education, Inc.	Bubble science activity journal.	TX0004406453	11/1/1996
Delta Education, Inc.	Butterflies and moths : DSM II teacher's guide.	TX0004440180	1/9/1997
Delta Education, Inc.	Chemical interactions : teacher's guide.	TX0003842875	2/27/1995
Delta Education, Inc.	Classroom plants : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004442733	1/9/1997
Delta Education, Inc.	Clay boats : Delta project cards / William R. Brown, Edwin P. White.	TX0000957850	8/11/1982
Delta Education, Inc.	Clear view of personal checking : simulations, activities, masters, visuals / author, Vicky L. Kouba.	TX0004406666	2/19/1997
Delta Education, Inc.	Color and light : teacher's guide.	TX0004043757	2/27/1995
Delta Education, Inc.	Communities.	TX0003593416	6/21/1993
Delta Education, Inc.	Communities : teacher's guide, level 5 / Robert C. Knott, Herbert D. Thier.	TX0003690485	9/30/1993
Delta Education, Inc.	Crystal creations : activity journal.	TX0004406455	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Delta Education, Inc., presents A feast of fractions / a menu of activities prepared by Sally Palow, Kathleen Knoblock, Myra Kennedy ... [et al.] ; cover ill. Rose Lowry.	TX0004406537	11/1/1996
Delta Education, Inc.	Delta game factory / Vicky L. Kouba.	TX0004406544	2/19/1997
Delta Education, Inc.	Delta project cards--Colored solutions / William R. Brown, Edwin P. White.	TX0000842525	10/26/1981
Delta Education, Inc.	Delta Volume Shake : teacher's guide.	TX0004409053	11/1/1996
Delta Education, Inc.	Dinosaur classification : teacher's guide.	TX0004440862	1/9/1997
Delta Education, Inc.	DNA--from genes to proteins : teacher's guide / author, Betty B. Hoskins.	TX0003845929	6/24/1994
Delta Education, Inc.	Earth, moon, and sun : teacher's guide / author[s], John G. Radzilowicz, 1952-, and Jan M. Derby ; ill. Nancy Schoefl.	TX0004442655	1/9/1997
Delta Education, Inc.	Earth movements : DSM II teacher's guide.	TX0004441527	1/9/1997
Delta Education, Inc.	Earth processes : teacher's guide.	TX0004440864	1/9/1997
Delta Education, Inc.	Earthworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957851	8/11/1982
Delta Education, Inc.	Ecosystems.	TX0003593418	6/21/1993
Delta Education, Inc.	Ecosystems : SCIS 3, teacher's guide, level 6 / Robert C. Knott, Herbert D. Thier.	TX0003690482	9/30/1993
Delta Education, Inc.	Electrical circuits : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004440927	1/9/1997
Delta Education, Inc.	Electrical connections : activity guide.	TX0004406463	11/1/1996
Delta Education, Inc.	Electrical connections : teacher's guide / author, Bob Roth.	TX0003830396	3/31/1994
Delta Education, Inc.	Electromagnetism activity journal.	TX0004409099	11/1/1996
Delta Education, Inc.	Electromagnetism : teacher's guide.	TX0004043755	2/27/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Energy sources.	TX0003602059	6/21/1993
Delta Education, Inc.	Environments.	TX0003593419	6/21/1993
Delta Education, Inc.	Environments : teacher's guide, level 4 / Robert C. Knott, Herbert D. Thier.	TX0003690484	9/30/1993
Delta Education, Inc.	Erosion : teacher's guide.	TX0004043756	2/27/1995
Delta Education, Inc.	Exploring geometry : intermediate.	TX0003423266	11/16/1992
Delta Education, Inc.	Exploring geometry : primary.	TX0003423267	11/16/1992
Delta Education, Inc.	Exploring number relationships : intermediate.	TX0003423265	11/16/1992
Delta Education, Inc.	Exploring probability / Fredda J. Friederwitzer, Barbara Berman, Beth Forrester.	TX0003423216	11/16/1992
Delta Education, Inc.	Exploring probability : primary / Vicky L. Kouba.	TX0003423215	11/16/1992
Delta Education, Inc.	Fast food for thought : Delta base 10 fries : teacher's guide / Carole Reesink.	TX0003627597	6/25/1993
Delta Education, Inc.	Fast Food for Thought : Delta Demimal Dog : teacher's guide.	TX0003485171	2/16/1993
Delta Education, Inc.	Fast food for thought : Delta fraction burger : teacher's guide / Carole Reesink and Linda Frost.	TX0003627596	6/25/1993
Delta Education, Inc.	Finding the moon : teacher's guide.	TX0004440865	1/9/1997
Delta Education, Inc.	Food chains and webs : DSM II teacher's guide.	TX0004441526	1/9/1997
Delta Education, Inc.	Fossil formations : activity guide.	TX0004406459	11/1/1996
Delta Education, Inc.	Fossil formations : activity journal.	TX0004406457	11/1/1996
Delta Education, Inc.	From seed to plant : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004446637	1/9/1997
Delta Education, Inc.	Fungi--small wonders : teacher's guide.	TX0003830394	3/31/1994
Delta Education, Inc.	Gases and "airs" : Delta project cards / William R. Brown, Edwin P. White.	TX0000957853	8/11/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	I Can't Believe It's Math! : discovering classroom math in after-school activities / Mary Ann Schroeder, Marcay Burma-Washington	TX0003567974	5/28/1993
Delta Education, Inc.	If shipwrecks could talk : teacher's guide.	TX0004440866	1/9/1997
Delta Education, Inc.	Insect life : teacher's guide.	TX0003933407	2/27/1994
Delta Education, Inc.	Interaction and systems.	TX0003606743	6/21/1993
Delta Education, Inc.	Interaction and systems : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363133	6/3/1992
Delta Education, Inc.	Investigating water : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440919	1/9/1997
Delta Education, Inc.	Length and capacity : teacher's guide.	TX0004442792	1/9/1997
Delta Education, Inc.	Lenses and mirrors : teacher's guide / author, the National Learning Center ; ill./art production Nancy Schoefl.	TX0004442654	1/9/1997
Delta Education, Inc.	Life cycles.	TX0003606744	6/21/1993
Delta Education, Inc.	Life cycles : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363132	6/3/1992
Delta Education, Inc.	Looking at liquids : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004440926	1/9/1997
Delta Education, Inc.	Magnet magic activity guide.	TX0004409100	11/1/1996
Delta Education, Inc.	Magnets : teacher's guide / author, Joreen Hendry.	TX0003830397	3/31/1994
Delta Education, Inc.	Material objects.	TX0003606739	6/21/1993
Delta Education, Inc.	Material objects : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363134	6/3/1992
Delta Education, Inc.	Measuring : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440922	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Newtons toy box : teacher's guide / author, Carolyn Summers.	TX0003830398	3/31/1994
Delta Education, Inc.	Observing an aquarium : DSM II teacher's guide.	TX0004440179	1/9/1997
Delta Education, Inc.	Organisms.	TX0003606742	6/21/1993
Delta Education, Inc.	Organisms : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363131	6/3/1992
Delta Education, Inc.	Plant and animal life cycles : teacher's guide / editing Kathy Z. Allen and Kathy Talmadge ; ill./art production Nancy P. Schoefl.	TX0004440925	1/9/1997
Delta Education, Inc.	Plant and animal populations : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004440924	1/9/1997
Delta Education, Inc.	Pollution : teacher's guide.	TX0003845509	6/24/1994
Delta Education, Inc.	Pond life : teacher's guide.	TX0003933406	2/27/1994
Delta Education, Inc.	Populations.	TX0003606741	6/21/1993
Delta Education, Inc.	Populations : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363136	6/3/1992
Delta Education, Inc.	Powders and crystals : teacher's guide / editing Diana J. Reno ; ill./art production Nancy P. Schoefl.	TX0004440921	1/9/1997
Delta Education, Inc.	Properties : teacher's guide.	TX0004442793	1/9/1997
Delta Education, Inc.	Relative position and motion : SCIS 3, teacher's guide, level 4 / Herbert D. Thier, Robert C. Knott.	TX0003690483	9/30/1993
Delta Education, Inc.	Rock origins : activity journal.	TX0004411206	11/1/1996
Delta Education, Inc.	Rocks and minerals : teacher's guide : a Delta science module / editing Editorial Services Plus, copyediting Jill Farinelli ; design/production Ann V. Richardson ; ill./art production Nancy P. Schoefl ; cover design Nancy P. Schoefl.	TX0003784217	3/31/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Science in a Nutshell : flight! gliders to jets, activity journal.	TX0004414313	11/1/1996
Delta Education, Inc.	Scientific theories.	TX0003593417	6/21/1993
Delta Education, Inc.	Scientific theories.	TX0003602057	6/21/1993
Delta Education, Inc.	SCIS 3 energy sources.	TX0003577675	6/21/1993
Delta Education, Inc.	SCIS 3 relative position and motion.	TX0003577674	6/21/1993
Delta Education, Inc.	Simple machines : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004015686	2/27/1995
Delta Education, Inc.	Sink or float : Delta project cards / William R. Brown, Edwin P. White.	TX0000957852	8/11/1982
Delta Education, Inc.	Sink or float? : teacher's guide.	TX0004446585	1/9/1997
Delta Education, Inc.	Small things and microscopes : teacher's guide / author, Eileen Terrill ; contributors, Jeanne Dietsch, William Kennedy and Bradford Taylor ; ill. Phyllis Pittet and Susan Dunholter ; photography Paul McGuirk.	TX0003864322	6/24/1994
Delta Education, Inc.	Soil science : DSM II teacher's guide.	TX0004441525	1/9/1997
Delta Education, Inc.	Solar energy : teacher's guide.	TX0003845510	6/24/1994
Delta Education, Inc.	Solar system : teacher's guide / editing Editorial Services Plus and D. Louis Finsand ; ill./art production Nancy Schoefl.	TX0004446638	1/9/1997
Delta Education, Inc.	Sound : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004440920	1/9/1997
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406460	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406461	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406462	11/1/1996
Delta Education, Inc.	States of matter : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446636	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Strings & musical instruments : Delta project cards / William R. Brown, Edwin P. White.	TX0000957856	8/11/1982
Delta Education, Inc.	Subsystems and variables.	TX0003606740	6/21/1993
Delta Education, Inc.	Subsystems and variables : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363135	6/3/1992
Delta Education, Inc.	Sunshine and shadows : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446642	1/9/1997
Delta Education, Inc.	Water cycle : teacher's guide / editing Kathy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446639	1/9/1997
Delta Education, Inc.	Weather forecasting : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004446640	1/9/1997
Delta Education, Inc.	Weather instruments : teacher's guide.	TX0004440861	1/9/1997
Delta Education, Inc.	Weather watching : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004446641	1/9/1997
Delta Education, Inc.	Whistles : Delta project cards / William R. Brown, Edwin P. White.	TX0000957854	8/11/1982
Delta Education, Inc.	You and your body : teacher's guide.	TX0003830395	3/31/1994
Delta Education, LLC	About me.	TX0006236193	9/30/2005
Delta Education, LLC	Addition & subtraction student activity guide : no. 550-3530.	TX0005751741	5/8/2003
Delta Education, LLC	Addition & subtraction : teacher's guide.	TX0005752801	5/8/2003
Delta Education, LLC	Algebra : grades 3-4, student activity guide.	TX0005698998	5/8/2003
Delta Education, LLC	Algebra : grades 5-6, student activity guide.	TX0005698994	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 3-4.	TX0005751730	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 5-6.	TX0005751729	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Animal observatory : activity guide.	TX0005827574	8/12/2003
Delta Education, LLC	Animal observatory : activity journal.	TX0005827531	8/23/2003
Delta Education, LLC	Animals.	TX0006203855	7/28/2005
Delta Education, LLC	Area and volume formulas teacher's guide.	TX0005854001	11/21/2003
Delta Education, LLC	Base Ten Fries : math activities for Base Ten Fries.	TX0005866681	11/21/2003
Delta Education, LLC	Body basics : activity journal.	TX0005827635	8/13/2003
Delta Education, LLC	Breaking earth's hold : activity guide.	TX0005827561	8/12/2003
Delta Education, LLC	Breaking earth's hold : activity journal.	TX0005827540	8/12/2003
Delta Education, LLC	Bubble science : activity guide.	TX0005827624	8/12/2003
Delta Education, LLC	Bubble science : activity journal.	TX0005827633	8/12/2003
Delta Education, LLC	Butterflies and moths : teacher's guide.	TX0005914936	2/10/2004
Delta Education, LLC	Charge it! static electricity : activity guide.	TX0005827625	8/12/2003
Delta Education, LLC	Charge it! static electricity : activity journal.	TX0005827636	8/12/2003
Delta Education, LLC	Clear View--graphing : grades 5-8, teacher's guide : overhead transparencies, activity masters.	TX0005876336	11/21/2003
Delta Education, LLC	Clear view of decimals : activities, masters, visuals, applications.	TX0005876337	11/21/2003
Delta Education, LLC	Clear view of fractions : activities, masters, visuals, applications.	TX0005866615	11/21/2003
Delta Education, LLC	Clear view of percent : activities, masters, visuals, applications.	TX0005876334	11/21/2003
Delta Education, LLC	Clear view of personal checking : simulations, activities, masters, visuals.	TX0005876338	11/21/2003
Delta Education, LLC	Clear view of tessellations : activities, masters, visuals.	TX0005866614	11/21/2003
Delta Education, LLC	Clear view ratio & proportion.	TX0005876330	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Clever levers : activity guide.	TX0005827580	8/12/2003
Delta Education, LLC	Clever levers : activity journal.	TX0005827583	8/12/2003
Delta Education, LLC	Color and light : teacher's guide.	TX0005920199	2/10/2004
Delta Education, LLC	Crystal creations : activity guide.	TX0005827618	8/12/2003
Delta Education, LLC	Crystal creations : activity journal.	TX0005827616	8/12/2003
Delta Education, LLC	Data analysis and probability student activity guide / written by Eve Laubner Thibodeau ; editor, Kathryn S. Daniel ; graphic artist, Janis Rattet ; illustrator, Laurel Aiello.	TX0005748234	5/8/2003
Delta Education, LLC	Data analysis and probablilty teacher's guide : no. 450-3563.	TX0005751739	5/8/2003
Delta Education, LLC	Decimal Dog : math activities for the Decimal Dog.	TX0005866680	11/21/2003
Delta Education, LLC	Delta science module / by Ana Costa.	TX0005808261	8/12/2003
Delta Education, LLC	Delta science module : from seed to plant.	TX0005808265	8/12/2003
Delta Education, LLC	Delta science module : plant and animla life cycles	TX0005808263	8/12/2003
Delta Education, LLC	Delta science module : properties.	TX0005808262	8/12/2003
Delta Education, LLC	Delta science module : simple machines.	TX0005808264	8/12/2003
Delta Education, LLC	Delta science module, third edition : matter and change.	TX0006236223	9/30/2005
Delta Education, LLC	Destination, moon : activity guide.	TX0005827581	8/12/2003
Delta Education, LLC	Destination moon : activity journal.	TX0005827524	8/12/2003
Delta Education, LLC	Detective lab : activity guide.	TX0005827634	8/12/2003
Delta Education, LLC	Detective lab : activity journal.	TX0005827638	8/12/2003
Delta Education, LLC	Dinosaurs and fossils : teacher's guide.	TX0005920198	2/10/2004
Delta Education LLC	Discovery guide dinosaurs : pre-K.	TX0005752836	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education LLC	Discovery guide : health and nutrition : pre-K.	TX0005752843	5/8/2003
Delta Education LLC	Discovery guide : insects and spiders : pre-K.	TX0005752839	5/8/2003
Delta Education LLC	Discovery guide : oceans : pre-K.	TX0005752838	5/8/2003
Delta Education LLC	Discovery guide : trees : pre-K.	TX0005752837	5/8/2003
Delta Education LLC	Discovery guide : weather : pre-K.	TX0005752842	5/8/2003
Delta Education, LLC	Earth.	TX0006226019	7/28/2005
Delta Education, LLC	Earth & sun : activity guide.	TX0005827549	8/12/2003
Delta Education, LLC	Earth & sun : activity journal.	TX0005827550	8/12/2003
Delta Education, LLC	Earth movements : teacher's guide.	TX0005914938	2/10/2004
Delta Education, LLC	Earth processes.	TX0006203858	7/28/2005
Delta Education, LLC	Electrical connections : activity guide.	TX0005827564	8/12/2003
Delta Education, LLC	Electrical connections : activity journal.	TX0005827631	8/12/2003
Delta Education, LLC	Electromagnetism : activity guide.	TX0005827575	8/12/2003
Delta Education, LLC	Electromagnetism : activity journal.	TX0005827614	8/12/2003
Delta Education, LLC	Energy & motion : activity guide.	TX0005827563	8/12/2003
Delta Education, LLC	Energy & motion : activity journal.	TX0005827629	8/12/2003
Delta Education, LLC	Feast of fractions : math activities for the Fraction Burger.	TX0005866682	11/21/2003
Delta Education, LLC	Flight and rocketry : teacher's guide.	TX0005914937	2/10/2004
Delta Education, LLC	Flight! gliders to jets : activity guide.	TX0005827578	8/12/2003
Delta Education, LLC	Flight! gliders to jets : activity journal.	TX0005827615	8/12/2003
Delta Education, LLC	Flowering plants : activity guide.	TX0005827528	8/12/2003
Delta Education, LLC	Flowering plants : activity journal.	TX0005827559	8/12/2003
Delta Education, LLC	Force and motion.	TX0005698992	5/8/2003
Delta Education, LLC	Fossil formations : activity guide.	TX0005827639	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Fossil formations : activity journal.	TX0005827619	8/12/2003
Delta Education, LLC	Fraction Burger : math activities for the Fraction Burger.	TX0005866683	11/21/2003
Delta Education, LLC	Fraction concepts : student activity guide.	TX0005698997	5/8/2003
Delta Education, LLC	Fraction concepts teacher's guide : no. 450-3366.	TX0005751738	5/8/2003
Delta Education, LLC	Fractions and decimals student activity guide : no. 550-3541.	TX0005751743	5/8/2003
Delta Education, LLC	Fractions and decimals teacher's guide : no. 450-3399.	TX0005751745	5/8/2003
Delta Education, LLC	From seed to plant.	TX0005752831	5/8/2003
Delta Education, LLC	Gases : activity journal.	TX0005827530	8/12/2003
Delta Education, LLC	Gasses : activity guide.	TX0005827573	8/23/2003
Delta Education, LLC	Gears at work : activity guide.	TX0005827626	8/12/2003
Delta Education, LLC	Gears at work : activity journal.	TX0005827623	8/12/2003
Delta Education, LLC	Geometry student activity guide : grades 3-4.	TX0005751725	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 3-4.	TX0005751726	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 5-6.	TX0005751734	5/8/2003
Delta Education, LLC	Graphing : grades 1-3, teacher's guide.	TX0005876335	11/21/2003
Delta Education, LLC	Hexagonoes addition and subtraction : level 2, teacher guide.	TX0005867049	11/21/2003
Delta Education, LLC	Hexagonoes base ten : teacher guide.	TX0005867050	11/21/2003
Delta Education, LLC	Hexagonoes fractions with Delta's Fraction Burger : teacher guide.	TX0005867054	11/21/2003
Delta Education, LLC	Hexagonoes money : teacher guide.	TX0005867052	11/21/2003
Delta Education, LLC	Hexagonoes multiplication : level 1, teacher guide.	TX0005867055	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Hexagones order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagones patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagones percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagones ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagones scientific notation : teacher guide.	TX0005867051	11/21/2003
Delta Education, LLC	How do we learn?	TX0006203857	7/28/2005
Delta Education, LLC	Human machine : activity guide.	TX0005827572	8/12/2003
Delta Education, LLC	Human machine : activity journal.	TX0005827558	8/12/2003
Delta Education, LLC	Interaction and systems : Delta Education SCIS 3+ : level 2 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832399	11/21/2003
Delta Education, LLC	Investigating water : teacher's guide.	TX0005914935	2/10/2004
Delta Education, LLC	Is it alive? : activity guide	TX0005827525	8/12/2003
Delta Education, LLC	Is it alive? : activity journal.	TX0005827582	8/12/2003
Delta Education, LLC	Liquids : activity guide.	TX0005827584	8/12/2003
Delta Education, LLC	Liquids : activity journal.	TX0005827548	8/12/2003
Delta Education, LLC	Magnet magic : activity guide.	TX0005827576	8/12/2003
Delta Education, LLC	Magnet magic : activity journal.	TX0005827622	8/13/2003
Delta Education, LLC	Magnets : teacher's guide.	TX0005914934	2/10/2004
Delta Education, LLC	Material objects : Delta Education SCIS 3+.	TX0005867363	11/21/2003
Delta Education, LLC	Math tune-ups : addition and subtraction : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748060	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Math tune-ups : fractions : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748061	5/8/2008
Delta Education, LLC	Math Tune-Ups : multiplication and division : teacher's guide.	TX0005752847	5/8/2003
Delta Education, LLC	Measurement student activity guide / Eve Laubner Thibodeau, Lisa Lachance, John Prescott, and Mathew Bacon ; ill. by Coni Porter, Nancy Schoefl and Cheryl Wolf.	TX0005748238	5/8/2003
Delta Education, LLC	Measurement student activity guide / written and edited by Eve Laubner ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748235	5/8/2003
Delta Education, LLC	Measurement teacher's guide : grades 1-3 : transparency teaching system.	TX0005853992	11/21/2003
Delta Education, LLC	Measurment teacher's guide : grades 2-3.	TX0005751727	5/8/2003
Delta Education, LLC	Measurment teacher's guide : grades 4-5.	TX0005751728	5/8/2003
Delta Education, LLC	Metric tools : student activity guide.	TX0005698993	5/8/2003
Delta Education, LLC	Metric tools teacher's guide : no. 450-3552.	TX0005751736	5/8/2003
Delta Education, LLC	Microworlds : activity guide.	TX0005827586	8/12/2003
Delta Education, LLC	Microworlds : activity journal.	TX0005827539	8/12/2003
Delta Education, LLC	Money : student activity guide.	TX0005698996	5/8/2003
Delta Education, LLC	Money teacher's guide : no. 450-3377.	TX0005751744	5/8/2003
Delta Education, LLC	Multiplication and division student activity guide : no. 550-3728.	TX0005751742	5/8/2003
Delta Education, LLC	Multiplication and division teacher's guide : no. 450-3530.	TX0005751735	5/8/2003
Delta Education, LLC	Newton's toy box.	TX0006203859	7/28/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Oceans alive! : activity guide.	TX0005827543	8/12/2003
Delta Education, LLC	Oceans alive! : activity journal.	TX0005827571	8/12/2003
Delta Education, LLC	Oceans in motion : activity guide.	TX0005827551	8/12/2003
Delta Education, LLC	Oceans in motion : activity journal.	TX0005827569	8/12/2003
Delta Education, LLC	One & only you : activity guide.	TX0005827557	8/12/2003
Delta Education, LLC	One & only you : activity journal.	TX0005827538	8/12/2003
Delta Education, LLC	Organisms : Delta Education SCIS 3+.	TX0005867362	11/21/2003
Delta Education, LLC	Our changing earth : activity guide.	TX0005827533	8/12/2003
Delta Education, LLC	Our changing earth : activity journal.	TX0005827545	8/12/2003
Delta Education, LLC	Peek inside you : activity guide.	TX0005827587	8/12/2003
Delta Education, LLC	Peek inside you : activity journal.	TX0005827532	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity guide.	TX0005827585	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity journal.	TX0005827526	8/12/2003
Delta Education, LLC	Planets & stars : activity guide.	TX0005827522	8/12/2003
Delta Education, LLC	Planets & stars : activity journal.	TX0005827570	8/12/2003
Delta Education, LLC	Plants.	TX0006203856	7/28/2005
Delta Education, LLC	Pollution : teacher's guide.	TX0005805185	2/10/2004
Delta Education, LLC	Ponds & streams : activity guide.	TX0005827529	8/12/2003
Delta Education, LLC	Ponds & streams : activity journal.	TX0005827560	8/12/2003
Delta Education, LLC	Populations : level 3 : Delta Education SCIS 3+ teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005876332	11/21/2003
Delta Education, LLC	Pre-algebra teacher's guide : grades 5 to 8 : transparency teaching system.	TX0005853991	11/21/2003
Delta Education, LLC	Probability : student activity guide.	TX0005752846	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Probability teacher's guide : no. 450-3421.	TX0005751733	5/8/2003
Delta Education, LLC	Problem solving student activity guide, grade 3-4 / written by Patti Vyzralek ; ill. by Nancy Schoefl.	TX0005748233	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 3-4.	TX0005751732	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 5-6.	TX0005751731	5/8/2003
Delta Education, LLC	Properties.	TX0005752832	5/8/2003
Delta Education, LLC	Pulley power : activity guide.	TX0005827562	8/12/2003
Delta Education, LLC	Pulley power : activity journal.	TX0005827547	8/12/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748237	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748236	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent teacher's guide : no. 450-3541.	TX0005751740	5/8/2003
Delta Education, LLC	Reasoning with patterns teacher's guide : grades 1-3.	TX0005876333	11/21/2003
Delta Education, LLC	Rock origins : activity guide.	TX0005827577	8/12/2003
Delta Education, LLC	Rock origins : activity journal.	TX0005827568	8/12/2003
Delta Education, LLC	Rocks and minerals.	TX0005913101	2/10/2004
Delta Education, LLC	Rocks and minerals : teacher's guide.	TX0005920197	2/10/2004
Delta Education, LLC	Science in a nutshell : weather wise activity guide.	TX0005806904	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Scientific theories : Delta Education SCIS 3+ : level 6 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832400	11/21/2003
Delta Education, LLC	SCIS 3+ communités : student journal.	TX0005876161	11/21/2003
Delta Education, LLC	SCIS 3+ ecosystems : student journal.	TX0005876166	11/21/2003
Delta Education, LLC	SCIS 3+ energy sources : student journal.	TX0005876165	11/21/2003
Delta Education, LLC	SCIS 3+ environments : student journal.	TX0005876168	11/21/2003
Delta Education, LLC	SCIS 3+ interaction and systems : student journal.	TX0005876160	11/21/2003
Delta Education, LLC	SCIS 3+ life cycles : student journal.	TX0005876162	11/21/2003
Delta Education, LLC	SCIS 3+ populations : student journal.	TX0005876163	11/21/2003
Delta Education, LLC	SCIS 3+ relative position and motion : student journal.	TX0005876164	11/21/2003
Delta Education, LLC	SCIS 3+ scientific theories : student journal.	TX0005876159	11/21/2003
Delta Education, LLC	SCIS 3+ subsystems and variables : student journal.	TX0005876167	11/21/2003
Delta Education, LLC	Seed mysteries : activity guide.	TX0005827627	8/12/2003
Delta Education, LLC	Seed mysteries : activity journal.	TX0005827617	8/12/2003
Delta Education, LLC	Sky.	TX0006236194	9/30/2005
Delta Education, LLC	Small wonders : activity guide.	TX0005827556	8/12/2003
Delta Education, LLC	Small wonders : activity journal.	TX0005827541	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity guide.	TX0005827567	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity journal.	TX0005827579	8/12/2003
Delta Education, LLC	Soil science : teacher's guide.	TX0005914933	2/10/2004
Delta Education, LLC	Soil studies : activity guide.	TX0005827523	8/12/2003
Delta Education, LLC	Soil studies : activity journal.	TX0005827542	8/12/2003
Delta Education, LLC	Solids : activity guide.	TX0005827527	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Solids : activity journal.	TX0005827534	8/12/2003
Delta Education, LLC	Sorting.	TX0006203793	7/28/2005
Delta Education, LLC	Sound vibrations : activity guide.	TX0005827632	8/12/2003
Delta Education, LLC	Sound vibrations : activity journal.	TX0005827621	8/12/2003
Delta Education, LLC	Student activity guide.	TX0005752834	5/8/2003
Delta Education, LLC	Subsystems and variables : Delta Education SCIS 3+ : level 3 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832401	11/21/2003
Delta Education, LLC	Sunshine and shadows : teacher's guide.	TX0005805188	2/10/2004
Delta Education, LLC	Time : student activity guide.	TX0005698995	5/8/2003
Delta Education, LLC	Time teacher's guide : no. 450-3355.	TX0005751737	5/8/2003
Delta Education, LLC	Vision & hearing : activity guide.	TX0005827566	8/12/2003
Delta Education, LLC	Vision & hearing : activity journal.	TX0005827637	8/12/2003
Delta Education, LLC	Water cycle : activity guide.	TX0005827535	8/12/2003
Delta Education, LLC	Water cycle : activity journal.	TX0005827536	8/12/2003
Delta Education, LLC	Water cycle : teacher's guide.	TX0005805186	2/10/2004
Delta Education, LLC	Water physics : activity guide.	TX0005827537	8/12/2003
Delta Education, LLC	Water physics : activity journal.	TX0005827620	8/12/2003
Delta Education, LLC	Weather.	TX0006203792	7/28/2005
Delta Education, LLC	Weather watching : teacher's guide.	TX0005810349	8/12/2003
Delta Education, LLC	Weather wise : activity journal.	TX0005827630	8/12/2003
Delta Education, LLC	Wheels at work : activity guide.	TX0005827546	8/12/2003
Delta Education, LLC	Wheels at work : activity journal.	TX0005827544	8/12/2003
Delta Education, LLC	Where is it? is it moving?	TX0006236195	9/30/2005
Delta Education, LLC	Work plane & simple : activity guide.	TX0005827565	8/12/2003
Delta Education, LLC	Work plane & simple : activity journal.	TX0005827628	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Educaion	Electromagnetism reader	TX0006403153	6/26/2006
Delta Educaion	Plant and animal population reader	TX0006403154	6/26/2006
Delta Educaion	Erosion reader	TX0006403155	6/26/2006
Delta Educaion	Plants reader	TX0006403156	6/26/2006
Delta Educaion	Matter	TX0006403157	6/26/2006
Delta Educaion	Sink or float? Reader	TX0006403158	6/26/2006
Delta Educaion	Earth, moon, and sun reader	TX0006403159	6/26/2006
Delta Educaion	DNA : from genes to protein reader	TX0006403160	6/26/2006
Rand McNally & Company	Subsystems and variables : (level 3), teacher's guide	TX0000277639	7/10/1979
Rand McNally & Company	Ecosystems : (level 6), teacher's guide	TX0000277640	7/10/1979
Rand McNally & Company	Communities : level 5 : teacher's guide	TX0000279334	7/10/1979
Rand McNally & Company	Organisms : level 1 : teacher's guide	TX0000279335	7/10/1979
Rand McNally & Company	Scientific theories : level 6 : teacher's guide	TX0000279336	7/10/1979
Rand McNally & Company	Life cycles : level 2 :teacher's guide	TX0000279337	7/10/1979
Rand McNally & Company	Energy sources : level 5 : teacher's guide	TX0000285176	7/10/1979
Rand McNally & Company	Populations : level 3 : teacher's guide	TX0000285177	7/10/1979
Rand McNally & Company	Interactions and systems : level 2 : teacher's guide	TX0000285178	7/10/1979
Rand McNally & Company	Environments : level 4 : teacher's guide	TX0000285179	7/10/1979
Rand McNally & Company	Material objects : level 1 : teacher's guide	TX0000285180	7/10/1979
Rand McNally & Company	Relative position and motion : level 4 : teacher's guide	TX0000285181	7/10/1979
Rand McNally & Company	Beginnings : kindergarten or preschool : teacher's guide	TX0000285182	7/10/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Rand McNally & Company	Energy sources	TX0000334304	9/17/1979
Rand McNally & Company	Scientific theories	TX0000334305	9/17/1979
Rand McNally & Company	Materials objects	TX0000334306	9/17/1979
Rand McNally & Company	Interaction and systems	TX0000334307	9/17/1979
Rand McNally & Company	Subsystems and variables	TX0000334308	9/17/1979
Rand McNally & Company	Relative position and motion	TX0000334309	9/17/1979
Rand McNally & Company	Ecosystems	TX0000334310	9/17/1979
Rand McNally & Company	Communities	TX0000334311	9/17/1979
Rand McNally & Company	Environments	TX0000334312	9/17/1979
Rand McNally & Company	Populations	TX0000334313	9/17/1979
Rand McNally & Company	Life cycles	TX0000334314	9/17/1979
Rand McNally & Company	Organisms	TX0000336509	9/17/1979

EDUCATORS PUBLISHING SERVICE

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service [sic], Inc.	Challenge in phonic skills, Chips, a developmental phonics bingo game / Lenore Miller and Caroline Peck.	TX0000500978	6/2/1980
Educators Publishing Service	Activity book for Explode the code wall chart / Nancy M. Hall.	TX0005637555	10/24/2002
Educators Publishing Service	Alphabet series : vol. 3.	TX0006402188	6/30/2006
Educators Publishing Service	Alphabet song and dance.	TX0006358160	5/5/2006
Educators Publishing Service	Analogies 1 : 6 analogy and 6 vocabulary quizzes / Arthur Liebman.	TX0002771943	3/5/1990
Educators Publishing Service	Analogies : 2 / Arthur Liebman.	TX0002509439	2/14/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Analogies 3 : problem-solving strategies, exercises for analysis, vocabulary study / Arthur Liebman.	TX0002250942	2/9/1988
Educators Publishing Service	Animals in disguise.	TX0006447433	6/12/2006
Educators Publishing Service	Ant's mitten.	TX0006358159	5/5/2006
Educators Publishing Service	Attack math : division 3.	TX0001867430	7/15/1986
Educators Publishing Service	Attack math : division 3 : arithmetic tasks to advance computational knowledge / Carol Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0002069178	2/11/1986
Educators Publishing Service	Attack math : multiplication book 2.	TX0001577746	5/21/1985
Educators Publishing Service	Attack math : subtraction book 2.	TX0001577743	5/21/1985
Educators Publishing Service	Beginning paragraph meaning / Joanne Carlisle.	TX0003989436	12/15/1994
Educators Publishing Service	Beginning reading with sight words / written by Betty Kracht Johnson ; illustrated by William M. Sheets 2nd	TX0005612967	9/9/2002
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0003989435	12/15/1994
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0002052658	4/27/1987
Educators Publishing Service	Beginning word meaning / Joanne Carlisle.	TX0002052659	4/27/1987
Educators Publishing Service	Big dreams / by Jackie Weisman ; illustrated by Wednesday Kirwan.	TX0006419315	8/16/2006
Educators Publishing Service	Bug and I.	TX0006420022	8/16/2006
Educators Publishing Service, Inc.	Capitalization and punctuation : rules and writing / Kim Anton, Maria Sweeney.	TX0005578774	6/26/2002
Educators Publishing Service, a division of School Specialty, Inc.	Chief and the Mouse et al.	TX0007038271	9/3/2009
Educators Publishing Service	Climb aboard! / by Theresa Trinder ; illustrated by Randy Chewing.	TX0006419313	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Composition starters.	TX0001501245	1/30/1985
Educators Publishing Service	Cursive writing skills / Diana Hanbury King.	TX0002250989	2/9/1988
Educators Publishing Service	Cursive writing skills for left and right-handed students.	TX0006186011	3/14/2005
Educators Publishing Service	Duplicator masters for learning to use manuscript handwriting / Beth H. Slingerland, Marty S. Aho.	TX0001577649	5/21/1985
Educators Publishing Service, Inc.	Dyslexia over the lifespan : a fifty-five-year longitudinal study / Margaret B. Rawson.	TX0004050370	4/18/1995
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002251474	2/9/1988
Educators Publishing Service,	Dyslexia training program : schedule IIIB / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002704371	12/11/1989
Educators Publishing Service	Early reading comprehension in varied subject matter : book D.	TX0001501246	1/30/1985
Educators Publishing Service	Egg.	TX0006402185	6/30/2006
Educators Publishing Service	Einstein's who, what, and where : bk. 3 / Carol Einstein.	TX0006083201	12/23/2004
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading / by William F. McCart.	TX0004009354	1/26/1995
Educators Publishing Service, a division of School Specialty, Inc.	EPS Online Test Generator.	TX0007019706	8/31/2009
Educators Publishing Service	Explode the code 2 1/2.	TX0001867184	7/15/1986
Educators Publishing Service, Inc.	Explode the code : 3 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707533	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707532	10/30/1989
Educators Publishing Service	Explode the code : [bk.] 3 / Nancy Hall, Rena Price.	TX0005696363	2/24/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Explode the code book 6.	TX0001573686	5/21/1985
Educators Publishing Service	Explode the code : book 8.	TX0001501242	1/30/1985
Educators Publishing Service	Explode the code books 1 and 2 : teacher's guide and key / Nancy M. Hall.	TX0006085243	12/23/2004
Educators Publishing Service	Explode the code, books 5 and 6 : teacher's guide and key / Nancy M. Hall.	TX0006083198	12/23/2004
Educators Publishing Service	Explode the code books 7 and 8 : teacher's guide and key / Nancy M. Hall.	TX0006085244	12/23/2004
Educators Publishing Service	Explode the code for English language learners.	TX0006211703	4/1/2005
Educators Publishing Service	Explode the code : teacher's guide for bks. 3 & 4.	TX0006171190	3/4/2005
Educators Publishing Service	Explode the code : teacher's guide for books A, B, and C.	TX0006211705	4/1/2005
Educators Publishing Service	Explore the code : placement tests for books A-C and 1-8.	TX0006124499	3/4/2005
Educators Publishing Service	Fossil fun / by Elissa Gershowitz ; illustrated by James Noel Smith.	TX0006419312	8/16/2006
Educators Publishing Service	Game plan : building language skills with games : a sourcebook for teaching the sentence / by Joanna W. Kennedy.	TX0005915727	2/17/2004
Educators Publishing Service	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0006018543	8/30/2004
Educators Publishing Service, Inc.	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0005578778	5/17/2002
Educators Publishing Service	Gifts for Cecil.	TX0006332452	5/5/2006
Educators Publishing Service	Glen's clubhouse.	TX0006409227	6/30/2006
Educators Publishing Service	Grizzlies.	TX0006332458	5/5/2006
Educators Publishing Service	Gulmamadak the Great.	TX0006447431	6/30/2006
Educators Publishing Service	Hop for soup.	TX0006420021	8/16/2006
Educators Publishing Service	Hungry raccoons.	TX0006358158	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Hurdles : MTA reader 4 / written and illustrated by Norma Jackson, Suzanne Brubaker, Joy Crouch.	TX0002725011	1/5/1990
Educators Publishing Service	Jump right into reading : a phonics-based reading and comprehension program / Jane Ervin ; ill. by Tatjana Mai-Wyss	TX0005989440	6/4/2004
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 2 / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005578779	5/17/2002
Educators Publishing Service	Just write : an elementary writing sourcebook : bk. 2, teacher's guide / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005659317	12/23/2002
Educators Publishing Service	Just write : creativity and craft in writing : teacher's guide / Alexandra S. Bigelow, Elise S. Wilmerding.	TX0006083199	12/23/2004
Educators Publishing Service	Keyboarding skills.	TX0006211638	4/1/2005
Educators Publishing Service	Learning to listen : a program to improve classroom listening skills in a variety of situations / by William F. McCart.	TX0002680281	10/20/1989
Educators Publishing Service	Letters have fun.	TX0006402186	6/30/2006
Educators Publishing Service	Level 7, blackline master.	TX0006420241	8/16/2006
Educators Publishing Service	Level 7 workbook.	TX0006420242	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Literacy Leaders: 10-Minute Lessons for Phonological Awareness.	TX0007045512	9/8/2009
Educators Publishing Service	Loch Ness monster : fact or fiction?	TX0006332453	5/5/2006
Educators Publishing Service	Making connections : bk. 1.	TX0006491878	1/9/2007
Educators Publishing Service	Making connections : bk. 2.	TX0006420244	8/16/2006
Educators Publishing Service	Making connections : bk. 5.	TX0006420240	8/16/2006
Educators Publishing Service	Making connections : bk. 6.	TX0006491877	1/9/2007
Educators Publishing Service	Making connections : book 3.	TX0006421617	8/16/2006
Educators Publishing Service	Making connections : book 4.	TX0006421616	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Making connections : book 5.	TX0006421615	8/16/2006
Educators Publishing Service	Max's pigpen.	TX0006358157	5/5/2006
Educators Publishing Service, a division of School Specialty, Inc.	MCI Aqua Library.	TX0007397294	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Aqua.	SR0000654688	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Crimson.	SR0000654689	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Gold.	SR0000654690	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Aqua.	TX0007170146	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Crimson.	TX0007170159	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Gold.	TX0007192438	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Aqua.	PA0001702201	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Crimson.	PA0001702204	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Gold.	PA0001702207	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Crimson Library.	TX0007397310	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Gold Library.	TX0007397326	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Pre- and Post-Tests.	TX0007177727	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Program Implementation Guide.	TX0007177724	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Aqua.	TX0007192403	5/5/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Crimson.	TX0007170119	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Gold.	TX0007192429	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Aqua.	TX0007192433	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Crimson.	TX0007177723	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Gold.	TX0007192408	5/5/2010
Educators Publishing Service	Megawords 1.	TX0001867425	7/15/1986
Educators Publishing Service	Megawords : 4.	TX0001451006	11/5/1984
Educators Publishing Service	Megawords 5 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001501256	1/30/1985
Educators Publishing Service	Megawords 7.	TX0001867429	7/15/1986
Educators Publishing Service	Megawords : assessment of decoding and encoding skills : a criterion-referenced test : test manual / Kristin Johnson.	TX0005755639	6/21/2003
Educators Publishing Service	More content words.	TX0006410178	5/5/2006
Educators Publishing Service	Mountain biking adventure.	TX0006447430	6/30/2006
Educators Publishing Service	MTA, multisensory teaching approach / Margaret Taylor Smith.	TX0002256034	2/9/1988
Educators Publishing Service	Multisensory teaching approach / by Margaret Taylor Smith.	TX0002258364	2/9/1988
Educators Publishing Service	Multisensory teaching approach program : 3[-5] / Margaret Taylor Smith.	TX0002622086	2/14/1989
Educators Publishing Service	Music shop bop.	TX0006402187	6/30/2006
Educators Publishing Service	My content words.	TX0006410177	5/5/2006
Educators Publishing Service	My special star.	TX0006332456	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Paragraph book : bk. 1, Writing the how-to paragraph : teacher's guide. / Diane Tucker-LaFlount.	TX0005659316	12/23/2002
Educators Publishing Service	Paragraph book : bk. 2 : writing the paragraph that tells a story / Dianne Tucker-LaPlount.	TX0005782787	6/21/2003
Educators Publishing Service	Paragraph book : bk. 3, writing expo paragraphs : the paragraph that names things, the example paragraph, the paragraph that tells why / Dianne Tucker-LaPlount.	TX0005915229	2/10/2004
Educators Publishing Service	Paragraph meaning 1 / Joanne Carlisle.	TX0003989437	12/15/1994
Educators Publishing Service	Peeramid : examiner's manual.	TX0001604650	5/21/1985
Educators Publishing Service	Pen pals.	TX0006332460	5/5/2006
Educators Publishing Service	Pennies.	TX0006332454	5/5/2006
Educators Publishing Service	Phonics for thought : bk. A / Lorna C. Reed with Louise S. O'Rourke ; illustrated by Edith D. Wile.	TX0002509438	2/14/1989
Educators Publishing Service	Phonics Plus A : English language learners differentiated instruction guide.	TX0006304351	1/6/2006
Educators Publishing Service	Phonics plus A : learning differences differentiated instruction guide / Renee A. Greenfield.	TX0006308053	1/6/2006
Educators Publishing Service	Phonics Plus A : literature chart.	TX0006323706	3/23/2006
Educators Publishing Service	Phonics plus A literature chart.	TX0006355260	2/13/2006
Educators Publishing Service	Phonics plus A : reteach and practice differentiated instruction guide.	TX0006373495	1/6/2006
Educators Publishing Service	Phonics Plus B : English language learners differentiated instruction guide.	TX0006304353	1/6/2006
Educators Publishing Service	Phonics Plus B : learning differences differentiated instruction guide.	TX0006304350	1/6/2006
Educators Publishing Service	Phonics plus B : reteach and practice : differentiated instruction guide / Beth G. Davis.	TX0006308054	1/6/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Phonics plus C.	TX0006420243	8/16/2006
Educators Publishing Service	Phonics Plus C : English language learners differentiated instruction guide.	TX0006304352	1/6/2006
Educators Publishing Service	Phonics Plus C : learning differences differentiated instruction guide.	TX0006299836	1/6/2006
Educators Publishing Service	Phonics plus decodable readers : level C.	TX0006496458	1/9/2007
Educators Publishing Service	Phonics Plus K.	TX0006299839	1/6/2006
Educators Publishing Service	Phonics Plus K.	TX0006299840	1/6/2006
Educators Publishing Service	Phonics plus picture glossary.	TX0006308264	1/6/2006
Educators Publishing Service	Piano lessons.	TX0006332455	5/5/2006
Educators Publishing Service	Pip and the snow cat.	TX0006358161	5/5/2006
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 2 / by Carol Clark and Alison Draper.	TX0005578780	5/17/2002
Educators Publishing Service	Pop and the bug.	TX0006358162	5/5/2006
Educators Publishing Service	Quit it, Frank! / by John Porell ; illustrated by Jamie Smith.	TX0006419314	8/16/2006
Educators Publishing Service	Rainbows.	TX0006421027	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Rainbows et al.	TX0007038240	9/3/2009
Educators Publishing Service	Rat on the mat.	TX0006409226	1/30/2006
Educators Publishing Service	Reading from scratch : teacher's manual.	TX0001867424	7/15/1986
Educators Publishing Service	Reading from scratch : workbook 2.	TX0001867428	7/15/1986
Educators Publishing Service	Reading : the right start : a practical guide for teaching reading readiness and reading / Toni S. Guild.	TX0002250943	2/9/1988
Educators Publishing Service	Ready, set, go picture-letter cards / Nancy Hall.	TX0003071667	5/17/1991
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002251471	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002509457	2/14/1989
Educators Publishing Service	Reasoning skills, paragraph meaning, sentence meaning, word meaning : lvl. 1.	TX0001867423	7/15/1986
Educators Publishing Service	Recipe for reading / Frances Bloom and Nina Traub.	TX0005601629	9/11/2002
Educators Publishing Service	Recipe for reading : intervention strategies for struggling readers.	TX0006173001	3/4/2005
Educators Publishing Service	Recipe for reading sequence chart and sound cards.	TX0006242894	3/14/2005
Educators Publishing Service	Recipe for reading : workbook, 1.	TX0006118865	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 2 / Connie Russo.	TX0006213853	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 3 / by Connie Russo.	TX0006124475	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 4 / Connie Russo.	TX0006124479	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 5 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124448	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 6 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124474	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 7.	TX0006211637	4/1/2005
Educators Publishing Service	Recipe for reading : workbook 8.	TX0006211706	4/1/2005
Educators Publishing Service, a division of School Specialty, Inc.	Rescue dogs et al.	TX0007038300	9/3/2009
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : bk. 3.	TX0006148033	12/23/2004
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : teacher's key, bk. 3.	TX0006211704	4/1/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Roberto Clemente.	TX0006421026	8/16/2006
Educators Publishing Service	Search and sort : discovering patterns in sounds, letters and words / Katherine Scrapper.	TX0005612966	9/9/2002
Educators Publishing Service	Senior precis practice pad : with examples taken from the essay type examinations formerly issued by the C. C. C. B., M. I. T., and Regents English examinations / by Paul W. Lehmann.	TX0002069179	2/11/1986
Educators Publishing Service	Shane.	TX0006332457	5/5/2006
Educators Publishing Service	Skating day.	TX0006332451	5/5/2006
Educators Publishing Service	Slingerland screening for identifying children with specific language disability : form A, B, C and teacher's manual.	TX0006173289	3/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Are Often Confused Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080673	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	Some Words Have Greek Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080649	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Have Latin Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080633	5/14/2009
Educators Publishing Service	Sound workbook : 1.	TX0001501243	1/30/1985
Educators Publishing Service	Specific dyslexia and other development problems in children : a synopsis / Lucius Waites.	TX0002724883	1/5/1990
Educators Publishing Service	Specific dyslexia and other developmental problems in children : a synopsis / Lucius Waites.	TX0002778894	2/22/1990
Educators Publishing Service, Inc.	Spellbound : phonic reading & spelling / Elsie T. Rak.	TX0005093910	11/16/1999
Educators Publishing Service	Spelling dictionary for beginning writers / by Gregory Hurray.	TX0002250994	2/9/1988
Educators Publishing Service, Inc.	Spellwell : book A / Nancy Hall.	TX0004051343	10/26/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE decodable readers : set 1A.	TX0006496459	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 2A.	TX0006496409	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 2B.	TX0007056957	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 3A.	TX0006496457	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 3B.	TX0007056302	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 4A.	TX0006496411	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 5A.	TX0006496412	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 6A.	TX0006496410	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491884	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491885	1/9/2007
Educators Publishing Service	SPIRE--level 1 blackline master.	TX0006173140	3/4/2005
Educators Publishing Service	SPIRE level 1 reader / Sheila Clark-Edmands.	TX0006124477	3/4/2005
Educators Publishing Service	SPIRE--level 1 teacher's guide.	TX0006173141	3/4/2005
Educators Publishing Service	SPIRE level 2 blackline master.	TX0006149875	3/4/2005
Educators Publishing Service	SPIRE : level 2 teacher's guide / Sheila Clark-Edmands.	TX0006173291	3/4/2005
Educators Publishing Service	SPIRE : level 2, workbook.	TX0006367773	3/4/2005
Educators Publishing Service	SPIRE level 3 blackline master. / Sheila Clark-Edmands.	TX0006124478	3/4/2005
Educators Publishing Service	SPIRE : level 3, reader.	TX0006118866	3/4/2005
Educators Publishing Service	SPIRE : level 3 teacher's guide / Sheila Clark-Edmands.	TX0006173292	3/4/2005
Educators Publishing Service	SPIRE : level 3, workbook.	TX0006118864	3/4/2005
Educators Publishing Service	SPIRE : level 4 blackline master / Sheila Clark-Edmands.	TX0006173290	3/4/2005
Educators Publishing Service	SPIRE : level 4 : teacher's guide.	TX0006118881	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE level 4 workbook / Sheila Clark-Edmands.	TX0006124476	3/4/2005
Educators Publishing Service	SPIRE : level 5 blackline master.	TX0006211690	4/1/2005
Educators Publishing Service	SPIRE : level 5 reader.	TX0006211693	4/1/2005
Educators Publishing Service	SPIRE : level 5 teacher's guide.	TX0006211636	4/1/2005
Educators Publishing Service	SPIRE : level 5 workbook.	TX0006211691	4/1/2005
Educators Publishing Service	SPIRE : level 6 blackline master.	TX0006299838	1/6/2006
Educators Publishing Service	SPIRE : level 6 reader.	TX0006299841	1/6/2006
Educators Publishing Service	SPIRE : level 6 teacher's guide.	TX0006299837	1/6/2006
Educators Publishing Service	SPIRE : level 6 workbook.	TX0006299842	1/6/2006
Educators Publishing Service	SPIRE : level 7 reader.	TX0006493326	1/9/2007
Educators Publishing Service	SPIRE : level 7 teacher's guide.	TX0006493317	1/9/2007
Educators Publishing Service	SPIRE level 8 blackline master.	TX0006491880	1/9/2007
Educators Publishing Service	SPIRE level 8 reader.	TX0006491883	1/9/2007
Educators Publishing Service	SPIRE level 8 teacher's guide.	TX0006491879	1/9/2007
Educators Publishing Service	SPIRE level 8 word cards : SPIRE.	TX0006378753	6/30/2006
Educators Publishing Service	SPIRE level 8 workbook.	TX0006491882	1/9/2007
Educators Publishing Service	SPIRE phonogram cards levels 1-5.	TX0006421025	8/16/2006
Educators Publishing Service	SPIRE : small letter cards : levels 1-5.	TX0006209169	8/3/2005
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250531	2/9/1988
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250532	2/9/1988
Educators Publishing Service	Starting comprehension--stories to advance reading & thinking : starting phonetically 4 / Ann L. Staman.	TX0002253169	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 1 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005788692	4/9/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 / by Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005637567	10/24/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 : teacher's guide / by Vera Schneider ; ill. by Ruth Linstromberg.	TX0005696362	2/24/2003
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0000193865	8/31/1978
Educators Publishing Service	Story of western civilization : bk. IV, the Renaissance / by Alan W. Riese.	TX0003135672	6/26/1991
Educators Publishing Service	Success stories 2 : 60 phonetically structured stories / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253171	2/9/1988
Educators Publishing Service	Success stories 2 : teaching manual / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253170	2/9/1988
Educators Publishing Service	Supplementary reading practice to accompany MTA reading and spelling kit 6 / masters by wordcrafters Janna Adair, Jill Davidson, Beverly Graham ... [et al.] ; teaching instructions Karen Saint Amour.	TX0003159633	9/10/2001
Educators Publishing Service	Surveys of problem-solving & educational skills : record form / developed under the direction of Lynn J. Meltzer.	TX0002052660	4/27/1987
Educators Publishing Service	Syllable plus : a game to teach syllable types : teacher's guide and answer key / Joan Mencke Stoner.	TX0001501982	1/30/1985
Educators Publishing Service	Teacher's guide for the paragraph : bk 3, writing expo paragraphs / Dianne Tucker-LaPlount.	TX0006083200	12/23/2004
Educators Publishing Service, Inc.	Teacher's script to accompany Alphabetic phonics 2 : a basic language curriculum for phonics, reading, writing, and spelling.	TX0000659557	4/1/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Ten essential vocabulary strategies, answer key for books 1-5.	TX0006261167	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : bk. 1 : practice for success on standardized tests / Lee Mountain.	TX0005914660	2/17/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 4 / Lee Mountain.	TX0006018744	8/30/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 5.	TX0006261168	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : practice for success on standardized tests : bk. 2 / Lee Mountain.	TX0005989439	6/4/2004
Educator's Publishing Service	Test book for Wordly wise 3000 : bk. 1.	TX0005612970	9/9/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 2.	TX0005637568	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 3.	TX0005612971	9/9/2002
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 4.	TX0005560051	9/18/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 5.	TX0005637569	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 6.	TX0005700461	2/24/2003
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 7.	TX0005744781	5/14/2003
Educators Publishing Service, Inc.	Test book for wordly wise 3000 : bk. A.	TX0005578773	6/26/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book B.	TX0005612973	9/9/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book C.	TX0005612974	9/9/2002
Educators Publishing Service	Test book for Worldly Wise 3000, book 8.	TX0005742334	6/21/2003
Educators Publishing Service	Test book for Worldly wise book 9 / written by Cynthia and Drew Johnson.	TX0005821902	10/24/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 1 / written by Robin Raymer ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915230	2/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 2 / written by Lorraine Sintetos ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915231	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 3 / written by Lorraine Sintetos ; editor, Stacy L. Nichols, managing editor, Sheila Neylon.	TX0005915232	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 4 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915227	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 5 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915228	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 6 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895723	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 7 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895724	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. A.	TX0005895727	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. B.	TX0005895726	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. C.	TX0005895725	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 8 / written by Cynthia and Drew Johnson.	TX0005887652	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 9 / written by Cynthia and Drew Johnson.	TX0005887651	12/22/2003
Educators Publishing Service	Uncle Paul's cane.	TX0006332459	5/5/2006
Educators Publishing Service	Vocabulary from classical roots : bk. 4.	TX0006491881	1/9/2007
Educators Publishing Service	Vocabulary from classical roots : bk. 6 : teacher's guide and answer key.	TX0006420239	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Vocabulary from classical roots : C / Norma Fifer, Nancy Flowers.	TX0002707174	12/13/1989
Educators Publishing Service	Wallet in the woods.	TX0006447432	6/12/2006
Educators Publishing Service	When hens shop.	TX0006358156	5/5/2006
Educators Publishing Service, Inc.	Wilson expanded syntax program : teacher's manual / Mary Sweig Wilson.	TX0000252292	4/16/1979
Educators Publishing Service	Wordly wise 3000 : bk. 1, concept cards and picture cards.	TX0006505577	1/9/2007
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004504280	3/7/1997
Educators Publishing Service	Wordly Wise 3000 Book 1 and Teacher's Resource Book.	TX0006829412	9/28/2007
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 10 Audio Recordings.	SR0000645711	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 2 Audio Recordings.	SR0000645710	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 3 Audio Recordings.	SR0000645716	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 4 Audio Recordings.	SR0000645714	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 9 Audio Recordings.	SR0000645709	1/14/2010
Educators Publishing Service	Wordly Wise 3000 Book K and Teacher's Resource Book.	TX0006829336	9/28/2007
Educators Publishing Service	Wordly Wise 3000.com.	TX0007128213	8/31/2009
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10.	TX0006829337	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10 Teacher's Resource Book.	TX0006829505	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11.	TX0006829341	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11 Teacher's Resource Book.	TX0006829491	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12.	TX0006829511	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12 Teacher's Resource Book.	TX0006829499	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2.	TX0006829353	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2 Teacher's Resource Book.	TX0006829492	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 3.	TX0006829327	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4.	TX0006829352	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4 Teacher's Resource Book.	TX0006829496	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5.	TX0006829334	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5 Teacher's Resource Book.	TX0006829503	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6.	TX0006829333	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6 Teacher's Resource Book.	TX0006829501	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7.	TX0006829331	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7 Teacher's Resource Book.	TX0006829497	1/3/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8.	TX0006829328	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8 Teacher's Resource Book.	TX0006829512	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9.	TX0006829355	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9 Teacher's Resource Book.	TX0006829510	9/28/2007
Educators Publishing Service	Wordly wise quickquiz.	TX0002767827	3/2/1990
Educators Publishing Service	Wordly wise readers : series A.	TX0001504309	1/25/1985
Educators Publishing Service	Wordly wise reading with writing and comprehension exercises : bk. 1[-2] / Kenneth Hodkinson.	TX0002526176	3/15/1989
Educators Publishing Service	Words are wonderful, an interactive approach to vocabulary : bk. 1 tests / Dorothy Grant Hennings ; lesson test written by Mark Lyons.	TX0005713988	4/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 2 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005836551	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 3 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005989443	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 4 : teacher's guide.	TX0006289616	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 3 tests / Dorothy Grant Hennings.	TX0005989354	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 4.	TX0006289618	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for bk. 2 / Dorothy Grant Hennings.	TX0005821879	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for book 4.	TX0006289617	8/3/2005
Educators Publishing Service	Words are wonderful : bk. 1 : an interactive approach to vocabulary / Dorothy Grant Hennings.	TX0006211214	3/20/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Words are wonderful : bk. 3 : an interactive approach to vocabulary / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005914664	2/17/2004
Educators Publishing Service	Words are wonderful : bk. A and tests for bk. A.	TX0006420245	8/16/2006
Educators Publishing Service,	Worldly wise 3000 : bk. C / Kenneth Hodkinson & Sandra Adams.	TX0005578776	5/17/2002
Educators Publishing Service	Worldly Wise 3000 Second Edition Book 3 Teacher's Resource Book.	TX0006829490	9/28/2007
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 1-5.	TX0005821878	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 6-9.	TX0005821876	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books A, B & C.	TX0005821877	10/24/2003
Educators Publishing Service	Worldly Wise 3000 book K concept cards and picture cards.	TX0006501087	1/9/2007
Educators Publishing Service	Write about me / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914669	2/17/2004
Educators Publishing Service	Write about my world / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914661	2/17/2004
Educators Publishing Service, Inc.	Writing skills : bk. 2 / Diana Hanbury King.	TX0006083206	12/23/2004
Educators Publishing Service, Inc.	Writing skills : bk. 3 / Diana Hanbury King.	TX0005578777	5/17/2002
Educators Publishing Service	Writing skills : teacher's handbook / Diana Hanbury King.	TX0005989442	6/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	A Red Sash, et al.	TX0007035790	9/3/2009
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set A.	SR0000651606	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set B.	SR0000651605	3/25/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set C.	SR0000651607	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set D.	SR0000651608	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Comprehension Workbook 6.	TX0007124841	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6 Blackline Masters.	TX0007019620	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Set 6 Storybooks.	TX0007124783	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Practice Book.	TX0007166870	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Sourcebook for Teachers.	TX0007166891	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Storybooks 6.	SR0000647962	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 11 Audio Recordings.	SR0000648553	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 12.	SR0000648555	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 5.	SR0000648554	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 6.	SR0000649243	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 7.	SR0000648552	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 8.	SR0000648556	1/11/2010
Educators Publishing Service	30 roots to grow on : a teacher's guide for the development of vocabulary / Carol Murray and Jenny Munro.	TX0002707275	12/13/1989
Educators Publishing Service, Inc.	Alphabet series.	SR0000311249	4/9/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Alphabet series / compiled by Frances Bloom ; illustrated by Mary Geiger ; stories by Frances Bloom, Deborah Coates, Mary Geiger ... [et al.]	TX0005504305	4/9/2002
Educators Publishing Service, Inc.	Alphabetic phonics : workbook 1.	TX0004446500	12/16/1996
Educators Publishing Service, Inc.	Alphabetic phonics. Workbook 1. By Georgie Green.	RE0000701592	4/10/1995
Educators Publishing Service, Inc.	Alphadeck guide : 21 letter-card games in alphabetizing, phonics, and spelling skills / by Karen Barriere.	TX0001005848	10/15/1982
Educators Publishing Service, Inc.	America becomes a giant / by Franklin Escher, Jr.	TX0003444588	12/17/1992
Educators Publishing Service	Analogies : 1 / Arthur Liebman.	TX0002759193	2/23/1990
Educators Publishing Service	Analogies 2 / Arthur Liebman.	TX0002707212	12/13/1989
Educator's Publishing Service, Inc.	Analogies 3 : 8 vocabulary and 4 analogy quizzes / Arthur Liebman.	TX0002250609	2/9/1988
Educators Publishing Service, Inc.	Association method drop drill flip book : nonsense syllable practice based on selected Northampton symbols / contributors, Daphne Cornett, Maureen K. Martin.	TX0005504384	4/9/2002
Educators Publishing Service, Inc.	Attack math : addition 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440549	11/5/1984
Educators Publishing Service	Attack math : addition 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510858	1/30/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681559	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681562	10/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681563	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge : division, [book] 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001588498	5/21/1985
Educators Publishing Service	Attack math : division 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510860	1/30/1985
Educators Publishing Service	Attack math : multiplication 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510859	1/30/1985
Educators Publishing Service, Inc.	Attack math : subtraction 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440550	11/5/1984
Educators Publishing Service [sic]	Beginning paragraph meaning / Joanne Carlisle.	TX0002055602	4/27/1987
Educators Publishing Service, Inc.	Beginning reasoning & reading / Joanne Carlisle.	TX0005563746	6/17/2002
Educators Publishing Service	Beginning reasoning skills / Joanne Carlisle.	TX0002072302	4/27/1987
Educators Publishing Service, Inc.	Beyond the code : book 2 / Nancy M. Hall ; illustrated by Hugh Price.	TX0005418389	4/13/2001
Educators Publishing Service, Inc.	Beyond the code : comprehension and reasoning skills : bk. 3 / Nancy M. Hall ; illustrated by Hugh Pirce and Alan Price.	TX0005342658	8/2/2001
Educators Publishing Service, Inc.	Bird watch / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989450	6/21/2004
Educators Publishing Service, Inc.	Bookwise : a literature guide [by] Barbara Moross, Sonia Landes, Molly Flender, The Phantom Tollbooth. / written by Norton Juster ; illustrated by Jules Feiffer.	TX0005091729	11/16/1999

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Building language skills : readiness for reading : book A / Lida Helson and Ahna Fiske.	TX0000168802	12/26/1978
Educators Publishing Service, Inc.	Building language skills : teacher's guide / by Lida Helson and Ahna Fiske.	TX0000223233	3/16/1979
Educators Publishing Service, Inc.	Building mathematical thinking : bk. 3 : skinny concepts / Marsha Stanton.	TX0005505221	4/9/2002
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts : bk. 1 / Marsha Stanton.	TX0005453838	9/4/2001
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts, bk. 2 / Marsha Stanton.	TX0005204105	7/27/2000
Educators Publishing Service, Inc.	Charlotte's web : a literature guide / Sonia Landes, 1925-, and Molly Flender, 1935-.	TX0005093770	11/16/1999
Educators Publishing Service, Inc.	Clancy races / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994319	6/21/2004
Educators Publishing Service, Inc.	Classroom strategies to aid the disabled learner : with glossary / Jean Abbott.	TX0000206533	3/16/1979
Educators Publishing Service, Inc.	Code cards : key word picture and letter cards for explode the code 1 to 3 1/2 / Nancy Hall, Dawn Towle.	TX0004030257	4/18/1995
Educators Publishing Service, Inc.	Colt for Jenny / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989448	6/21/2004
Educators Publishing Service, Inc.	Composition 1 / Sara Hickman.	TX0001104556	1/13/1983
Educators Publishing Service, Inc.	Composition : book 3.	TX0001315807	4/4/1984
Educators Publishing Service, Inc.	Composition : book II / Sara Hickman.	TX0000223235	3/19/1979
Educators Publishing Service, Inc.	Composition : book III / Sara Hickman.	TX0000223236	3/19/1979
Educators Publishing Service, Inc.	Computation basics : book 1 / by Janet A. Alford and Lynda R. Solms.	TX0000584747	11/24/1980
Educators Publishing Service, Inc.	Computation basics : book 5 / by Janet A. Alford and Lynda R. Solms.	TX0001220396	10/6/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Daily phonics lessons : folding mini workbooks / Lori Bloom, Norma Childs, Judith Erickson, Linda Gray.	TX0005476786	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 3 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504336	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 4 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504338	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 5 / Rob Frieske, Pat Healy, Deborah Howe, Jan Oberg, Judy Pavlicek, Pat Rainholt, Mike Smith.	TX0005612972	9/9/2002
Educators Publishing Service	Developmental variation and learning disorders / Melvin D. Levine ; with an appendix by Betty N. Gordon and Martha S. Reed.	TX0002249366	2/9/1988
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002250528	2/9/1988
Educators Publishing Service, Inc.	Dyslexia training program--progress measurements, schedules I, II, and III : student's book / Mary Baertch Rumsey.	TX0003321738	5/20/1992
Educators Publishing Service	Dyslexia training program : the alphabet, spelling exercises, and review of schedule III / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002712008	12/11/1989
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. A / Jane Ervin.	TX0005563743	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. B / Jane Ervin.	TX0005563776	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. D / Jane Ervin ; illustrated by Anne Lord.	TX0005585784	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book A / by Jane Ervin.	TX0000929727	5/13/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book B[-C] : literature, the arts, social studies, science, general topics, logical thinking, mathematics / by Jane Ervin ; [illustrated by George Phillips]	TX0001004405	10/28/1982
Educators Publishing Service	Elements of clear thinking : accurate communication / by William F. McCart.	TX0001503606	1/25/1985
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading.	TX0001453984	11/5/1984
Educators Publishing Service, Inc.	Elements of clear thinking : sound reasoning / by William F. McCart.	TX0001172898	8/8/1983
Educators Publishing Service, Inc.	Ella / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995356	6/21/2004
Educators Publishing Service, Inc.	Energy horizons : book 1, Energy sources / by Christina G. Miller and Louise A. Berry ; [illustrated by Melinda Vinton].	TX0001063640	1/12/1983
Educators Publishing Service, Inc.	Energy horizons : book 2, electrical energy / by Christine G. Miller and Louise A. Berry ; [illustrated by Anne Lord]	TX0001375285	7/6/1984
Educators Publishing Service, Inc.	Energy horizons : teacher's guide / by Christina G. Miller and Louise A. Berry.	TX0001220397	10/6/1983
Educators Publishing Service, Inc.	English elements : bk. 1 / Arthur Liebman.	TX0004493516	3/7/1997
Educators Publishing Service, Inc.	English elements : bk. 1, quizzes / Arthur Leibman.	TX0004650123	10/17/1997
Educators Publishing Service, Inc.	English elements : bk. 2 / Arthur Liebman.	TX0005158382	3/9/2000
Educators Publishing Service	Experimenting with numbers : a guide for preschool, kindergarten, and first grade teachers / Margaret Stern ; illustrated by John Roberts.	TX0002277916	2/9/1988
Educators Publishing Service, Inc.	Explode the code : 1 1/2 / Nancy Hall, Rena Price.	TX0001364683	6/25/1984
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price.	TX0003551080	5/11/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price ; [text ill. by Alan Price and Laura Price].	TX0001374905	7/6/1984
Educators Publishing Service, Inc.	Explode the code : 2.	TX0001454067	11/5/1984
Educators Publishing Service, Inc.	Explode the code 2 1/2 / Nancy Hall, Rena Price.	TX0003918334	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0003918305	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0002718356	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 3.	TX0001454068	11/5/1984
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0005585782	6/17/2002
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0003585124	8/2/1993
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0000835245	12/7/1981
Educators Publishing Service, Inc.	Explode the code 3 / Nancy Hall, Rena Price.	TX0003918332	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler].	TX0003345488	6/18/1992
Educators Publishing Service	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0001009218	11/4/1982
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy M. Hall, Rena Price.	TX0005563777	6/17/2002
Educators Publishing Service, Inc.	Explode the code 4 / Nancy Hall, Rena Price.	TX0003918333	10/20/1994
Educators Publishing Service	Explode the code : 4 / Nancy Hall, Rena Price.	TX0001503573	1/25/1985
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy M. Hall, Rena Price.	TX0005563775	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code : 5 1/2 / Nancy M. Hall.	TX0005563779	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 / Nancy Hall, Rena Price.	TX0005565755	6/17/2002
Educators Publishing Service	Explode the code : 5 / Nancy Hall, Rena Price ; [ill. by Laura Price and Alan Price]	TX0001503531	1/25/1985
Educators Publishing Service, Inc.	Explode the code 6 / Nancy Hall, Rena Price.	TX0003918331	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 6 / Nancy M. Hall, Rena Price.	TX0005563778	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 7 / Nancy Hall, Rena Price.	TX0005565754	6/17/2002
Educators Publishing Service, Inc.	Explode the code, 8 / Nancy Hall, Rena Price.	TX0005599906	6/17/2002
Educators Publishing Service, Inc.	Explode the code : [book] 5 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0000196155	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 6 / Nancy Hall, Rena Price.	TX0000196154	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 7 / Nancy Hall, Rena Price ; [text ill. by Alan Price, Laura Price, Andrew Mockler, and Meg Rosoff].	TX0000441345	3/11/1980
Educators Publishing Service, Inc.	Explode the code : [book] 8 / Nancy Hall, Rena Price.	TX0001364682	6/25/1984
Educators Publishing Service, Inc.	Fisher-Landau early childhood screening (FLECS)	TX0004242753	3/15/1996
Educators Publishing Service, Inc.	Fractions 1[-3] / Dawny Gershkowitz.	TX0001681567	10/25/1985
Educators Publishing Service, Inc.	Fractions 4 : multiplication and division / Dawny Gershkowitz.	TX0003069071	5/17/1991
Educators Publishing Service, Inc.	From the mixed-up files of Mrs. Basil E. Frankweiler, written and illustrated by E. L. Konigsburg / Christine Doyle Francis.	TX0005358475	4/13/2001
Educators Publishing Service, Inc.	Get Dad lost / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995357	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Gillingham manual : remedial training for students with specific disability in reading, spelling, and penmanship / Anna Gillingham, Bessie W. Stillman.	TX0005370833	4/13/2001
Educators Publishing Service, Inc.	Guide for teaching poetry in three dimensions : reading, writing and critical thinking through poetry : bk. 1 / by Carol Clark and Alison Draper.	TX0005505903	4/9/2002
Educators Publishing Service, Inc.	Hatchet [by] Gary Paulsen / Jon C. Stott.	TX0005358477	4/13/2001
Educators Publishing Service, Inc.	Helping kids write : a practical guide for teaching children to express themselves on paper : for grades 5-8 / by Sarah Bayne.	TX0000460212	4/10/1980
Educators Publishing Service, Inc.	Improving composition through a sentence study of grammar and usage : teaching guide and answer key / by Carol Compton.	TX0000137800	10/30/1978
Educators Publishing Service, Inc.	It's elementary! : 230 math word problems : bk. A / M. J. Owen.	TX0005430358	8/2/2001
Educators Publishing Service, Inc.	It's elementary! 275 math word problems : bk. 1 / M. J. Owen.	TX0005158383	3/9/2000
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 2 / M. J. Owen.	TX0005370823	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 3 / M. J. Owen.	TX0005370822	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : reasoning, estimating, and rounding : a companion to It's elementary! 275 math word problems / M. J. Owen.	TX0005370831	4/13/2001
Educators Publishing Service, Inc.	Josh, the collector / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994320	6/21/2004
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1. By Earl F. Wood.	RE0000555486	12/6/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662207	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 2: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662206	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises : book 1 / by Earl F. Wood.	TX0000151565	10/30/1978
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0001446524	11/5/1984
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0000366871	11/19/1979
Educators Publishing Service, Inc.	Junior vocabulary builder. By Austin Melvin Works.	RE0000060027	12/5/1979
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 1 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0005509227	4/9/2002
Educators Publishing Service, Inc.	Just write : creativity and craft in writing : bk. 3 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0006005940	8/10/2004
Educators Publishing Service, Inc.	Justin's house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989446	6/21/2004
Educators Publishing Service, Inc.	Key word clues : the riddle deck / by Beverly Graham.	TX0003849249	9/9/1994
Educators Publishing Service, Inc.	Keyboarding skills : all grades / Diana Hanbury King.	TX0002072304	4/27/1987
Educators Publishing Service, Inc.	Kids and critters / written by Barbara Sokolski ; illustrated by Jeannie Donovan.	TX0003673261	12/3/1993
Educators Publishing Service, Inc.	King Hank / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995353	6/21/2004
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts : bk. 2 / Eldra O'Neal, Beverly Wolf.	TX0002052647	4/27/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts, book 2 : teaching manual / Eldra O'Neal, Beverly Wolf.	TX0002052994	5/1/1987
Educators Publishing Service, Inc.	Language tool kit / by Paula D. Rome and Jean S. Osman.	TX0000752150	8/6/1981
Educators Publishing Service, Inc.	Learning grammar through writing / by Sandra M. Bell, James I. Wheeler.	TX0001374904	7/6/1984
Educators Publishing Service, Inc.	Learning to listen.	SR0000310561	4/13/2001
Educators Publishing Service, Inc.	Legends and other tales / written by Tanya Hayes Lee ; illustrated by Jeannie Donovan.	TX0003673257	12/3/1993
Educators Publishing Service, Inc.	Literacy program : Texas Scottish Rite Hospital, Dallas, Texas : student book 3-4, lessons 61-160 / Joan Keagy, Ann Sanders.	TX0003346422	6/16/1992
Educators Publishing Service, Inc.	Literature guide to Bridge to Terabithia, written by Katherine Paterson, illustrated by Donna Diamond / by Sonia Landes and Molly Flender.	TX0005148642	11/16/1999
Educators Publishing Service, Inc.	Looking into math : bk. 3 / Susan Gardner and Silvia Acosta.	TX0005872761	6/17/2002
Educators Publishing Service, Inc.	Looking into math / Cathy Feldman and Barbara Peckham.	TX0005563780	6/17/2002
Educators Publishing Service, Inc.	Looking into math : Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0005565757	6/17/2002
Educators Publishing Service, Inc.	Lunch on a raft / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995354	6/21/2004
Educators Publishing Service, Inc.	Mandy / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995352	6/21/2004
Educators Publishing Service, Inc.	Manual de ensenanza del lenguaje / by Paula D. Rome and Jean S. Osman.	TX0003526550	12/17/1992
Educators Publishing Service, Inc.	Math & writing : fourteen language arts lessons for students who like math.	TX0001315809	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Math and writing 2 : paragraphing skills for students who like math / Robert A. Pauker.	TX0002250533	2/9/1988
Educators Publishing Service, Inc.	Math investigations : bk. 1 : Ridgewood, New Jersey, Public Schools / Cathy Feldman and Barbara Peckham.	TX0004749016	4/10/1998
Educators Publishing Service, Inc.	Math investigations Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0004771868	4/10/1998
Educators Publishing Service, Inc.	Megawords 1 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001063639	1/12/1983
Educators Publishing Service, Inc.	Megawords 2 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001172899	8/8/1983
Educators Publishing Service, Inc.	Megawords : 3 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001364686	6/25/1984
Educators Publishing Service, Inc.	Megawords 4.	TX0003853927	12/8/1994
Educators Publishing Service	Megawords 6 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001588499	5/21/1985
Educators Publishing Service	Megawords 8 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0002250530	2/9/1988
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0003551906	5/11/1993
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0000873198	2/23/1982
Educators Publishing Service, Inc.	Moon zoo / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995351	6/21/2004
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter / Jane Ervin.	TX0005370824	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 2 / Jane Ervin.	TX0005370825	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 3 / Jane Ervin.	TX0005370827	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 4 / Jane Ervin.	TX0005370826	4/13/2001
Educators Publishing Service, Inc.	MTA, multisensory teaching approach : 4.	TX0003551957	5/11/1993
Educators Publishing Service, Inc.	MTA : Multisensory teaching approach : reading and spelling : 6 / Margaret Taylor Smith.	TX0002931492	9/7/1990
Educators Publishing Service, Inc.	MTA program introduction / Margaret Taylor Smith.	TX0002987791	1/14/1991
Educators Publishing Service, Inc.	Multi-sensory approach to language arts for specific language disability children : bk. 1 : a guide for primary teachers / Beth H. Slingerland.	TX0004675765	10/17/1997
Educators Publshing [sic] Service	Multisensory teaching approach : alphabet and dictionary skills guide / by Edith A. Hogan and Margaret Taylor Smith.	TX0002250529	2/9/1988
Educators Publishing Service, Inc.	Multisensory teaching approach : kit 7.	TX0003574976	5/11/1993
Educators Publishing Service, Inc.	Multisensory teaching approach / Margaret Taylor Smith.	TX0002638355	2/14/1989
Educators Publishing Service, Inc.	Mystery of the missing marble / written by Tanya Auger ; illustrated by Andrew Kuan.	TX0005285009	1/18/2001
Educators Publishing Service, Inc.	Number the stars [by] Lois Lowry / Joel D. Chaston.	TX0005358476	4/13/2001
Educators Publishing Service, Inc.	Pediatric examination of educational readiness at middle childhood : Peeramid 2 : examiner's manual / developed under the direction of Melvin D. Levine.	TX0004191215	1/18/1996
Educators Publishing Service, Inc.	Peeramid 2, examiner's manual / Melvin D. Levine.	TX0004491668	3/5/1997
Educators Publishing Service, Inc.	PEEX 2 (pediatric early elementary examination) / developed under the direction of Melvin D. Levine.	TX0004170509	12/13/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	PEEX 2--pediatric early elementary examination : examiner's manual / developed under the direction of Melvin D. Levine, further developed by Melvin D. Levine and Adrian D. Sandler.	TX0004760199	4/10/1998
Educators Publishing Service, Inc.	PEEX II : the pediatric early elementary examination : examiner's guidelines.	TX0003280801	3/20/1992
Educators Publishing Service, Inc.	Phil the flea / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989453	6/21/2004
Educators Publishing Service, Inc.	Phonetic primers / by Carolyn Smith ; [illustrated by Suzanne Sugar].	TX0000379636	12/6/1979
Educators Publishing Service, Inc.	Phonics drill cards update deck.	TX0004817023	4/10/1998
Educators Publishing Service, Inc.	Phonics drill cards with pictures for reading and spelling.	TX0004766616	4/10/1998
Educators Publishing Service, Inc.	Phonogram, suffix, and prefix strips for classroom use.	TX0003685823	12/3/1993
Educators Publishing Service, Inc.	Plain talk about KIDS, Kids inclined toward difficulty in school / Alice P. Thomas, editor.	TX0004193513	1/18/1996
Educators Publishing Service, Inc.	Poetry in six dimensions : teacher's guide / Carol Clark and Norma Fifer.	TX0005204036	3/9/2000
Educators Publishing Service, Inc.	Poetry in six dimentions ; 20th century voices / Carol Clark and Norma Fifer.	TX0005174978	3/9/2000
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 1 / Carol Clark and Alison Draper.	TX0005430359	8/2/2001
Educators Publishing Service, Inc.	Pragmatic approach to the evaluation of children's performances on pre-reading screening procedures to identify first grade academic needs / Beth H. Slingerland.	TX0000379635	12/6/1979
Educators Publishing Service, Inc.	Pre-reading screening procedures and Slingerland screening tests for identifying children with specific language disability : technical manual / by Susanne P. Fulmer.	TX0000575574	10/27/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Primary analogies : bk. 2, critical and creative thinking / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004663192	11/10/1997
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking.	TX0004771869	4/10/1998
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking : bk. 1 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004446499	12/16/1996
Educators Publishing Service, Inc.	Primary analogies--critical and creative thinking : bk. 2 : teacher's guide and answer key.	TX0004760200	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension : book 8 : in varied subject matter / by Jane Ervin.	TX0000537203	8/18/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / by Jane Ervin.	TX0004772040	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0005563742	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0004660250	10/31/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / by Jane Ervin.	TX0003952637	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / Jane Ervin.	TX0005563738	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752261	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 3 / by Jane Ervin.	TX0004760201	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 4 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752262	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 9 / by Jane Ervin.	TX0003952635	12/8/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0001503659	1/25/1985
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0000486511	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 10 : literature, combined subjects, social studies, science, the arts, philosophy, logic and language, mathematics / by Jane Ervin.	TX0001004406	10/28/1982
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 4 / Jane Ervin.	TX0000486512	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 5 / Jane Ervin.	TX0000486514	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / by Jane Ervin.	TX0000738155	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / Jane Ervin.	TX0004474444	1/2/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 7 / by Jane Ervin.	TX0000738153	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 9 / by Jane Ervin.	TX0000826211	12/7/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book[s] 2 [& 3] / Jane Ervin.	TX0000486513	6/2/1980
Educators Publishing Service, Inc.	Reading for content : bk. 2 / Carol Einstein.	TX0004446347	1/2/1997
Educators Publishing Service, Inc.	Reading from scratch/R F S phonics.	TX0001449034	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : RfS/workbook 1 / Dorothy VanDenHonert.	TX0001440547	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : workbook 1.	TX0004084426	8/11/1995
Educators Publishing Service	Reading from scratch : word lists and sentences for dictation / Dorothy VanDenHonert.	TX0001503572	1/25/1985
Educators Publishing Service, Inc.	Reasoning & reading : level 2 / Joanne Carlisle.	TX0005563744	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / by Joanne Carlisle.	TX0001040488	1/12/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / Joanne Carlisle.	TX0005585781	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 : teacher's guide and answer key / by Joanne Carlisle.	TX0001172897	8/8/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 2 / by Joanne Carlisle.	TX0001315796	4/4/1984
Educators Publishing Service, Inc.	Recipe for reading : bk. 4-6 / Connie Russo, Shirli Kohn.	TX0003453668	12/30/1992
Educators Publishing Service, Inc.	Recipe for reading workbook 2 / Connie Russo, Shirli Kohn.	TX0005495737	4/13/2001
Educators Publishing Service	Recipe for reading : workbook 3 / Connie Russo, Shirli Kohn.	TX0003071671	5/17/1991
Educators Publishing Service, Inc.	Recipe for reading : workbook 7 / Connie Russo, Shirli Kohn.	TX0003458075	12/30/1992
Educators Publishing Service	Recipe for reading workbooks : 1 / Connie Russo, Shirli Kohn.	TX0002817251	5/3/1990
Educators Publishing Service, Inc.	Return to Aztlan : a history of the Mexican American experience / by Alan Riese and Beverley W. Rodgers.	TX0000366872	11/19/1979
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 : answer key.	TX0004129993	11/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 / by George Libonate, Jr., with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004048746	5/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 1 / George Libonate, Jr., with Geraldine Brunner, Deborah Burde, Marianne Williams, Theresa Wiss.	TX0003873693	8/19/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004303545	5/22/1996
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004504568	3/7/1997
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 4 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370829	4/13/2001
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 5 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370830	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 1 / Nancy Bison and Terri Wiss.	TX0005370819	4/13/2000
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 2 / Nancy Bison and Terri Wiss.	TX0005370815	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 3 / Nancy Bison and Terri Wiss.	TX0005510275	4/9/2002
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program / Jane Ervin.	TX0005348540	2/9/2001
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program : teacher's key / Jane Ervin.	TX0005348541	2/9/2001
Educators Publishing Service, Inc.	Rights of parents and responsibilities of schools / compiled by James G. Meade.	TX0000223234	3/16/1979
Educators Publishing Service	Rules of the game : 2 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002707208	12/13/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Rules of the game, 3 / Mary Page, Peter Guthrie, Sloan Sable.	TX0003979276	2/23/1995
Educator's Publishing Service, Inc.	Rules of the game : bk. 3, teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0003069072	5/17/1991
Educators Publishing Service	Rules of the game : grammar through discovery : 1 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002709084	12/13/1989
Educators Publishing Service	Rules of the game : grammar through discovery : 2 : teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0002759191	2/23/1990
Educators Publishing Service, Inc.	Sarah, plain and tall / by Patricia MacLachlan.	TX0005086472	11/16/1999
Educators Publishing Service, Inc.	Senior English review exercises / by Earl F. Wood.	TX0000538125	8/19/1980
Educators Publishing Service, Inc.	Senior English review exercises. By Earl F. Wood.	RE0000555487	12/6/1991
Educators Publishing Service, Inc.	Senior English review exercises; teacher's guide. Text: Earl F. Wood, -1960.	RE0000662205	1/10/1994
Educators Publishing Service, Inc.	Sentence power : an approach to beginning reading / by Francee R. Sugar, Jeanette Jefferson Jansky, Martin J. Hoffman, Joan Layton, Catherine Lipkin ; edited by Virginia V. James Hlavsa.	TX0004084033	8/11/1995
Educators Publishing Service, Inc.	Sequential seasonal activities : book 2 / Eldra O'Neal, Bev Wolf.	TX0001009217	11/4/1982
Educators Publishing Service, Inc.	Situation learning : schedule I.	TX0001444214	11/5/1984
Educators Publishing Service, Inc.	Skinny concepts : teacher's journal, bk. 2 / Marsha Stanton.	TX0005200138	7/27/2000
Educators Publishing Service	Slingerland approach : an effective strategy for teaching spelling / Nancy Cushen White.	TX0002707214	12/13/1989
Educators Publishing Service, Inc.	Snake for Jake / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989452	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	So many bridges / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994318	6/21/2004
Educators Publishing Service, Inc.	Solving language difficulties : remedial routines / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0001364687	6/25/1984
Educators Publishing Service, Inc.	Solving language difficulties, remedial routines : answer key / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0004775832	4/10/1998
Educators Publishing Service, Inc.	Solving language difficulties--remedial routines. By Amey Steere, Caroline Z. Peck & Linda Kahn.	RE0000649394	1/10/1994
Educators Publishing Service, Inc.	Spell of words : teacher's manual / by Elsie T. Rak.	TX0000513996	7/14/1980
Educators Publishing Service, Inc.	Spellbinding 1, workbook of spelling exercises ; Spellbinding 2, workbook of spelling exercises / by Elsie T. Rak.	TX0000151566	5/23/1978
Educators Publishing Service, Inc.	Spelling dictionary for writers : a resource for independent writing: bk. 2 / by Gregory Hurray.	TX0005584921	5/17/2002
Educators Publishing Service, Inc.	Spelling practice guide : 1-2.	TX0003369705	8/6/1992
Educators Publishing Service, Inc.	Spellwell : bk. A / Nancy Hall.	TX0005563745	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Aa / Nancy Hall.	TX0005563741	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. AA / Nancy Hall.	TX0004191219	1/18/1996
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0005563763	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0004049471	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. BB / Nancy Hall.	TX0005585780	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Bb / Nancy Hall.	TX0003974732	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. C, CC : teacher's guide and answer key / Nancy M. Hall.	TX0004761367	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005563737	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005276407	9/29/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy Hall.	TX0005563740	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy M. Hall.	TX0004756099	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. D[-DD] / Nancy Hall.	TX0005370820	4/13/2001
Educators Publishing Service, Inc.	Spellwell : bks. B Bb : teacher's guide and answer key / Nancy Hall.	TX0004048747	5/30/1995
Educators Publishing Service, Inc.	Spotless house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995355	6/21/2004
Educators Publishing Service	Starting over--a literacy program : a combined teaching manual and student textbook for reading, writing, spelling, vocabulary, and handwriting / Joan Knight.	TX0002057007	4/27/1987
Educators Publishing Service, Inc.	Stewart English program : bk. 1, principles plus ... : teacher's guide / Donald S. Stewart.	TX0004649165	10/17/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 2, Grammar plus ... / Donald S. Stewart.	TX0004504195	3/7/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 3, Writing plus ... / Donald S. Stewart.	TX0004455737	1/2/1997
Educators Publishing Service, Inc.	Stories, skills & drills in phonetic reading, comprehension, and pattern spelling : book 1 / Mary Christmas Writer.	TX0001063642	1/12/1983
Educators Publishing Service, Inc.	Stories, skills & drills : teacher's resource manual, book 1 / Mary Christmas Writer.	TX0001001519	10/15/1982
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : bk. 1 / Karen Smith ; ill. by Julia Smith.	TX0005358479	4/13/2001
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : teacher's guide / Karen Smith ; ill. by Julia Smith.	TX0005358480	4/13/2001
Educators Publishing Service	Story of the U. S. A., book 1, Explorers and settlers / by Franklin Escher, Jr.	TX0001503602	1/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0001440548	11/5/1994
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0001364684	6/25/1984
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0000168803	12/26/1978
Educators Publishing Service, Inc.	Story of the USA : bk. 1, explorers and settlers : teacher's guide / Franklin Escher, Jr.	TX0003369702	8/6/1992
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems / by Franklin Escher, Jr.	TX0003724004	3/21/1994
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems : teacher's guide and answer key / by Franklin Escher, Jr.	TX0004026845	1/26/1995
Educators Publishing Service, Inc.	Story of western civilization : bk. 2, Greece and Rome build great civilizations / Alan W. Riese and Herbert J. LaSalle.	TX0003993141	1/23/1995
Educators Publishing Service, Inc.	Story of western civilization : the Middle Ages : bk. 3 / by Alan W. Riese and Herbert J. LaSalle.	TX0005370817	4/13/2001
Educators Publishing Service, Inc.	Structural arithmetic III : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0003369701	8/6/1992
Educators Publishing Service	Structural arithmetic II / Margaret Stern, Toni S. Gould.	TX0002707213	12/13/1989
Educators Publishing Service	Structural arithmetic : II : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0002763549	2/22/1990
Educators Publishing Service, Inc.	Success stories 1 / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0000826209	12/7/1981
Educators Publishing Service, Inc.	Success stories : teacher's manual.	TX0001315808	4/4/1984
Educators Publishing Service, Inc.	Sugar scoring system for the Bender-Gestalt / Francee R. Sugar.	TX0004752052	4/10/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Surveys of problem-solving & educational skills / developed under the direction of Lynn J. Meltzer.	TX0002052648	4/27/1987
Educators Publishing Service, Inc.	Teacher's manual, Spellbound : phonic, reading & spelling / Elsie T. Rak.	TX0000738152	7/20/1981
Educators Publishing Service, Inc.	Teacher's manual to accompany Slingerland college-level screening for the identification of language learning strengths and weaknesses / Carol Murray.	TX0003121844	7/18/1991
Educators Publishing Service, Inc.	Teacher's manual to accompany the Slingerland high school level screening for the identification of language learning strengths and weaknesses / Carol Murray and Patricia Beis.	TX0003557278	5/11/1993
Educators Publishing Service, Inc.	Teaching and assessing phonics : why, what, when, how : a guide for teachers / Jeanne S. Chall, Helen M. Popp.	TX0004757457	4/10/1998
Educators Publishing Service, Inc.	Teaching and learning at home : a curriculum resource / Dorothy Burrows Johnson.	TX0004050333	4/18/1995
Educators Publishing Service, Inc.	Teaching language-deficient children : theory and application of the association method for multisensory teaching / N. Etoile DuBard, Maureen K. Martin.	TX0004028515	3/31/1995
Educators Publishing Service, Inc.	Ten essential vocabulary strategies : bk. 3 / Lee Mountain.	TX0006011205	8/10/2004
Educators Publishing Service Inc.	Test booklet for vocabulary from classical roots : E : teacher's guide and answer key.	TX0006227600	3/14/2005
Educators Publishing Service, Inc.	Tests to accompany Word attack manual / Josephine Rudd.	TX0003100467	6/28/1991
Educators Publishing Service, Inc.	Texas Scottish Rite Hospital literacy program / Joan Keagy and Ann Sanders.	TX0003208941	12/9/1991
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots D.	TX0006186031	3/14/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots E.	TX0006186029	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots D.	TX0006186028	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots E.	TX0006186030	3/14/2005
Educators Publishing Service, Inc.	Thinking about Mac and Tab : primary phonics comprehension : workbook 1.	TX0005383654	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab : teacher's guide and answer key / Karen L. Smith.	TX0005358478	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358474	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358484	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358487	4/13/2001
Educators Publishing Service, Inc.	Up in the clouds / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989449	6/21/2004
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0003704764	12/27/1993
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0000738154	7/20/1981
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling : [visual, auditory, kinesthetic] : teacher's manual and answer key / by C. Wilson Anderson.	TX0000928731	5/13/1982
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 1. By Austin M. Works.	RE0000555488	12/6/1991
Educators Publishing Service, Inc.	Vocabulary builder : bk. 2 / Austin M. Works.	TX0003895703	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 3. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594107	3/23/1992

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 4. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594105	3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 / by Austin M. Works. Vocabulary builder. Bk. 5. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895601 RE0000594106	9/29/1994 3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 : teacher's key / Austin M. Works.	TX0004129949	11/30/1995
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 6 / by Austin M. Works. Vocabulary builder. Bk. 6. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895598 RE0000594108	9/29/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 7. Vocabulary builder. Bk. 7. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003945782 RE0000594109	11/21/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : book 1. Vocabulary builder : book 2. Vocabulary builder : book 4. Vocabulary builder ; book five [& six] / by Austin M. Works.	TX0001449264 TX0001375224 TX0001375223 TX0000321073	6/25/1984 7/6/1984 7/6/1984 8/8/1979
Educators Publishing Service	Vocabulary builder : book five / by Austin M. Works.	TX0001503599	1/25/1985
Educators Publishing Service, Inc.	Vocabulary builder : book four / by Austin M. Works.	TX0000406363	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder ; book one [& three] / by Austin M. Works.	TX0000321072	8/8/1979
Educators Publishing Service, Inc.	Vocabulary builder : book seven / by Austin M. Works.	TX0000406364	2/11/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder : book six / by Austin M. Works.	TX0001440544	11/5/1984
Educators Publishing Service, Inc.	Vocabulary builder : book three / by Austin M. Works.	TX0001364681	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book two / by Austin M. Works.	TX0000410503	2/11/1980
Educators Publishing Service, Inc.	Vocabulary from classical roots : B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0003091507	6/26/1991
Educators Publishing Service, Inc.	Vocabulary from classical roots, B : tests / Norma Fifer, Stephen Weislogel.	TX0005085641	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. A : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180054	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. A : tests / Norma Fifer, Stephen Weislogel.	TX0005093772	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180052	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180055	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. C : tests / Norma Fifer, Stephen Weislogel.	TX0005093768	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. D : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180053	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. D : tests / Norma Fifer, Stephen Weislogel.	TX0005093771	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots, book A answer key.	TX0006166577	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book C answer key.	TX0006166576	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book E answer key.	TX0006166578	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0002759192	2/23/1990
Educators Publishing Service, Inc.	Vocabulary from classical roots, D / Norma Fifer, Nancy Flowers.	TX0003979275	1/23/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots : E / Norma Fifer, Nancy Flowers.	TX0003872481	6/23/1994
Educators Publishing Service, Inc.	Vocabulary from classical roots : E : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0004048753	5/30/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots E : tests / Norma Fifer, Stephen Weislogel.	TX0005089410	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0005563739	6/17/2002
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0003407946	9/18/1992
Educators Publishing Service, Inc.	Wally Walrus / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989447	6/21/2004
Educators Publishing Service, Inc.	Well-told tales : distinguished children's books with activities for reading and language development / Carolyn Henderson.	TX0003558440	5/25/1993
Educators Publishing Service, Inc.	Winston grammar program : basic level : student's workbook / Paul R. Erwin.	TX0003282007	3/30/1992
Educators Publishing Service, Inc.	Witty word play / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989451	6/21/2004
Educators Publishing Service, Inc.	Word elements : how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0004084032	8/11/1995
Educators Publishing Service, Inc.	Word elements--how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0000929560	5/13/1982
Educators Publishing Service, Inc.	Word elements : how they work together : teacher's manual / by Alan W. Riese and Herbert J. LaSalle.	TX0001037216	1/12/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 1 / Kenneth Hodkinson, Sandra Adams.	TX0004504193	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004236757	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004504194	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004217315	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004493517	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 7 / Kenneth Hodkinson, Sandra Adams.	TX0005364311	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 8 / Kenneth Hodkinson, Sandra Adams.	TX0005364312	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 9 / Kenneth Hodkinson, Sandra Adams.	TX0005370821	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. A / by Kenneth Hodkinson and Sandra Adams.	TX0005370832	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : vocabulary workbooks for grades 4-12, sample lessons for grades 4-8 / Kenneth Hodkinson, Sandra Adams.	TX0004772045	4/10/1998
Educators Publishing Service, Inc.	Wordly wise. Bk. 1-2. By Kenneth Hodkinson and Joseph Ornato.	RE0000701594	4/10/1995
Educators Publishing Service, Inc.	Wordly wise : bk. 1 / Kenneth Hodkinson & Joseph G. Ornato.	TX0003952634	12/8/1994
Educators Publishing Service, Inc.	Wordly wise : book 1 [& 2] : teacher's key / by Kenneth Hodkinson & Joseph G. Ornato.	TX0000321074	8/2/1979
Educators Publishing Service, Inc.	Wordly wise : book 1, [4 & 6] / Kenneth Hodkinson & Joseph G. Ornato.	TX0001210393	10/6/1983
Educators Publishing Service, Inc.	Wordly wise : book 2.	TX0001315805	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 3.	TX0001315806	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : book 5 / Kenneth Hodkinson & Joseph G. Ornato.	TX0001232317	9/2/1983
Educators Publishing Service	Wordly wise : book 8 / Kenneth Hodkinson.	TX0001457946	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 8 / Kenneth Hodkinson.	TX0000250249	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : book 9.	TX0001481826	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 9 / Kenneth Hodkinson.	TX0000379638	12/6/1979
Educators Publishing Service, Inc.	Wordly wise : book A[-C] : answer key / Kenneth Hodkinson.	TX0000859475	2/23/1982
Educators Publishing Service, Inc.	Wordly wise : book A[-C] / Kenneth Hodkinson.	TX0000813520	9/9/1981
Educators Publishing Service, Inc.	Wordly wise books / [book [1-7] Kenneth Hodkinson & [book 1-4] Joseph G. Ornato.	TX0000168804	12/26/1978
Educators Publishing Service	Wordly wise readers : series A, book 1 [-6] / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen]	TX0001531206	1/25/1985
Educators Publishing Service	Wordly wise readers : workbook A / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen].	TX0001503601	1/25/1985
Educators Publishing Service	Wordly wise reading : bk. 1-2, with writing and comprehension exercises / Kenneth Hodkinson.	TX0002707215	12/13/1989
Educators Publishing Service, Inc.	Wordly wise teacher's key : bk. 5 / Kenneth Hodkinson.	TX0004446503	12/16/1996
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 3 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250248	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 4 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250247	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 5 / Kenneth Hodkinson.	TX0000250246	4/16/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 6 / Kenneth Hodkinson.	TX0000231865	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 7 / Kenneth Hodkinson.	TX0000231864	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 8 / Kenneth Hodkinson.	TX0000231863	4/16/1979
Educators Publishing Service, Inc.	Words I use when I write : teacher's guide / by Alana Trisler and Patrice Howe Cardiel.	TX0006271527	11/22/2005
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : bk. 3 / by C. Wilson Anderson.	TX0002077959	4/27/1987
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : book 1[-2] / by C. Wilson Anderson.	TX0000584746	11/24/1980
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 1, Kenneth Hodkinson, Sandra Adams.	TX0004303546	5/22/1996
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004565025	4/10/1998
Educators Publishing Service, Inc.	Worldly wise 3000 / by Kenneth Hodkinson and Sandra Adams ; text ill. by Anne Lord ; cover art by Carol Maglitta.	TX0005445918	9/24/2001
Educators Publishing Service, Inc.	Worldly wise : bk. 9 / Kenneth Hodkinson.	TX0003100430	7/1/1991
Educators Publishing Service, Inc.	Write about me, write about my world : teacher's guide / by Elsie S. Wilmerding.	TX0006008035	8/10/2004
Educators Publishing Service	Writing skills 1-2 / Diana Hanbury King.	TX0002707274	12/13/1989
Educators Publishing Service, Inc.	Writing skills 2 / Diana Hanbury King.	TX0004084040	8/11/1995
Educators Publishing Service, Inc.	Writing skills : bk. 1 / Diana Hanbury King.	TX0006011206	8/10/2004
Educators Publishing Service, Inc.	Writing skills for the adolescent / Diana Hanbury King.	TX0001681558	10/25/1985
Educators Publishing Service, Inc.	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0003979277	1/23/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0002072303	4/27/1987
Educators Publishing Service, Inc.	Written basic English for dyslexic students : transition to the classroom / Marietta Laing Biddle.	TX0004748814	4/10/1998
Educators Publishing Services, Inc.	Attack math teacher's resource book / Carole Greenes, Linda Schulman, Rika Spungin, George Immerzeel.	TX0005358305	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : bk. 1 / Nancy M. Hall.	TX0005358310	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : comprehension and reasoning skills : bk. 4 / Nancy M. Hall ; illustrated by Hugh Price an Alan Price.	TX0005504580	4/9/2002
Educators Publishing Services, Inc.	Bookwise : a literature guide, roll of thunder, hear my cry / Anita Moss.	TX0005358318	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, stone fox / Edith Baxter.	TX0005358317	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, the witch of Blackbird Pond / Molly Flender & Sonia Landes.	TX0005358311	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, tuck everlasting / Molly Flender & Sonia Landes.	TX0005358314	4/13/2001
Educators Publishing Services, Inc.	Dyslexia training program : schedule 1 student's book / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0005358315	4/13/2001
Educators Publishing Services, Inc.	Multi-sensory approach to language arts, book 2 : teaching manual	TX0005358308	4/13/2001
Educators Publishing Services, Inc.	Stepping stones : a path to critical thinking : bk. 2 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005504581	4/9/2002
Educators Publishing Services, Inc.	Story notebook : a writer's workshop organizer, bk. 2 / Karen L. Smith.	TX0005358316	4/13/2001
Educators Publishing Services, Inc.	Thinking about Mac and Tab : primary phonics comprehension workbook 5 / by Karen L. Smith.	TX0005358307	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Services, Inc.	Voculary builder : bk. 1 / Austin M. Works.	TX0003895590	9/29/1994
Educators Publishing Services, Inc.	Voculary builder : bk. 3 / Austin M. Works.	TX0003895591	9/29/1994
Educators Publishing Services, Inc.	Voculary builder : bk. 4 / Austin M. Works.	TX0003895589	9/29/1994
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6.	TX0007039394	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 1-2-3.	TX0007039363	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 4-5-6.	TX0007039405	8/31/2009
Educators Publishing Services, Inc.	Explode the code 5	TX0003700928	12/17/1993
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 135391	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A)	A 146679	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A, B, C)	A 146681	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form B and C)	A 176670	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 208864	1971
Educators Publishing Service	A First Course in Phonic Reading Teacher's Manual	A 221464	1971
Educators Publishing Service	Second English Review	A 288862	1971
Educators Publishing Service	A Second Course in Phonic Reading Book 1 and Teacher's Manual	A 301523	1971
Educators Publishing Service	A First Course in Phonic Reading	A 301524	1971
Educators Publishing Service	A First Course in Phonic Reading	A 390375	1972

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	First English Review	A 390378	1972
Educators Publishing Service	First English Review	A 576535	1962
Educators Publishing Service	Word Attack Manual and Test Booklet	A 576558	1962
Educators Publishing Service	Junior English review Exercises Book II	A 576560	1960
Educators Publishing Service	Second English Review	A 592196	1962
Educators Publishing Service	College Entrance Review in English Aptitude, Supplement	A 593201	1947
Educators Publishing Service	College Entrance Review in English Aptitude	A 600551	1962
Educators Publishing Service	Composition Book 2	A 624005	1963
Educators Publishing Service	Composition Book 1	A 624007	1963
Educators Publishing Service	A First Course in Remedial Reading (Student Workbook and TM)	A 631830	1963
Educators Publishing Service	Junior English Review Exercises Book I	A 656806	1963
Educators Publishing Service	College Entrance Review in English Aptitude	A 669316	1975
Educators Publishing Service	Basic Language Principles with Language Background	A 680788	1964
Educators Publishing Service	First English Review	A 718331	1964
Educators Publishing Service	Second English Review	A 718332	1964
Educators Publishing Service	A Second Course in Phonetic Reading Book 1	A 722585	1964
Educators Publishing Service	A Second Course in Phonetic Reading	A 722586	1964
Educators Publishing Service	A First Course in Phonic Reading and Teacher's Manual	A 788984	1965
Educators Publishing Service	A Childs Spelling System: The Rules	A 792458	1965
Educators Publishing Service	Structures and Techniques: Remedial Language Training	A 79987	1969

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability (Form A, B, and C, and Teacher's Manual)	A 811863	1966
Educators Publishing Service	Junior English Review	A 823303	1965
Educators Publishing Service	Mac	A 847404	1966
Educators Publishing Service	Ted	A 847409	1966
Educators Publishing Service	The Wig	A 847410	1966
Educators Publishing Service	Teacher's guide Senior English Review Exercises	A 866656	1966
Educators Publishing Service	Solving Language Difficulties	A 875 259	1966
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability: Teacher's Manual	A 896 250	1967
Educators Publishing Service	Preparing the Research Paper	A 935 498	1967
Educators Publishing Service	Alphabetic Phonics: Structures and Procedures, Coding and Terminology, Formulas for Diving Words into Syllables, Formulas for Spelling Words	A 935500	1967
Educators Publishing Service	Alphabetic Phonics Workbook1	A 935502	1927
Educators Publishing Service	Alphabetic Phonics Alphabet Cards	A 942771	1967
Educators Publishing Service	Wordly Wise Book 1 and 2	A 950553	1967
Ann Staman	Handprints : an early reading program : book C	TX0005320058	11/7/2000
Barbara W. Maker and Sons, Inc., revisions: Educators Publishing Service, Inc., employer for hire	More primary phonics storybooks : bk 1-10	TX0004523410	1/2/1997
Barbara W. Maker and Sons, Inc., rev materials: Educators Publishing Service, Inc., employer for hire	Primary Phonics Set 4	TX0004756906	4/10/1998
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5	TX0006320456	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5 : teacher's guide and answer key	TX0006320457	1/6/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 6	TX0006320458	1/6/2006
Educators Publishing Service, Inc.	Phonics plus C : reteach and practice differentiated instruction guide	TX0006320459	1/6/2006
Education Publishing Service	SPIRE level 6 word cards	TX0006409208	6/30/2006
Educators Publishing Service	Phonics plus K	TX0006320455	1/6/2006
Ann Staman	Handprints teacher's guide for book A	TX0005144929	2/14/2000
Ann Staman	Handprints, book A	TX0005144930	2/14/2000
Ann Staman	Handprints storybook B	TX0005155890	2/14/2000
Ann Staman	Handprints : bk. B: an early reading program	TX0005169444	3/14/2000
Ann Staman	Handprints : storybooks C, set 1	TX0005266984	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book C	TX0005253117	12/26/2000
Ann Staman	Handprints : an early reading program : teacher's guide for storybooks B	TX0005266879	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book B	TX0005266880	4/20/2000
Ann Staman	Handprints : an early reading program, set 2	TX0005375592	4/13/2001
Ann Staman	Handprints: an early reading program, storybooks D, set 1	TX0005613024	9/9/2002
Ann Staman	Handprints : an early reading program, teacher's guide for storybooks C, set .	TX0005309367	11/7/2000
Ann Staman	Handprints : an early reading program :bk. D.	TX0005504579	4/9/2002
Ann Staman	Handprints : an early reading program : storybooks B, set 2	TX0006123207	3/4/2005
Ann Staman	Handprints: Storybooks A, Set 3	TX0006829408	9/28/2007
Ann Staman	Handprints: Storybooks B, Sets 3	TX0006829409	9/28/2007

FREY SCIENTIFIC

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000446751	4/4/1980
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000228899	4/16/1979
Frey Scientific Company	Leaves of North America.	TX0002020336	1/16/1987
Frey Scientific Company	Optical illusion.	TXu000476194	4/8/1991
Frey Scientific Company	Periodic table and atomic data.	TX0001410039	7/30/1984
Frey Scientific Company	Periodic table and atomic data : with illustrated text of nuclear terms.	TX0000685984	5/11/1981
Frey Scientific Company	Profile map showing oceanic features.	TX0003146858	4/18/1991
Frey Scientific Company, Inc.	Animal tissues : structure of skin, bone, muscle, and nerve.	TX0000770919	8/31/1981
Frey Scientific Company, Inc.	Bacteria and virus : structure of bacteria and virus.	TX0000770922	8/31/1981
Frey Scientific Company, Inc.	DNA--the basis of life : structure and nature of hereditary material.	TX0000770921	8/31/1981
Frey Scientific Company, Inc.	Ecology : carbon and nitrogen cycles.	TX0000770923	8/31/1981
Frey Scientific Company, Inc.	Evolution : four elements of modern synthetic theory.	TX0000770913	8/31/1981
Frey Scientific Company, Inc.	Frey biology charts : origin, composition, and evolution of living matter : [no.] 1.	TX0000770912	8/31/1981
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001555051 TX0001552319 TX0001555048	4/5/1985 4/5/1985 4/5/1985
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001289581 TX0001289583	2/24/1984 2/24/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001089635 TX0001089718	3/25/1983 3/25/1983
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000947371 TX0000926359	3/18/1982 3/18/1982
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000651650 TX0000657272	3/16/81 3/3/81
Frey Scientific Company	Frey Scientific Company elementary science : catalog no. 384.	TX0001473941	3/22/1984
Frey Scientific Company, Inc.	Generalized cell : structure of a typical cell.	TX0000770914	8/31/1981
Frey Scientific Company, Inc.	Meiosis : sexual reproduction of cells.	TX0000770916	8/31/1981
Frey Scientific Company, Inc.	Mitosis : asexual reproduction of cells.	TX0000770915	8/31/1981
Frey Scientific Company, Inc.	Monohybrid cross : Mendel's classic pea plant cross.	TX0000770920	8/31/1981
Frey Scientific Company, Inc.	Photosynthesis : cyclic and noncyclic light reaction and carbon fixation.	TX0000770917	8/31/1981
Frey Scientific Company, Inc.	Plant tissues : structure of leaf, stem, and root.	TX0000770918	8/31/1981

HAMMOND & STEPHENS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Agriculture award : Agriculture award.	VA0000171217	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Art award : Art award.	VA0000171239	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Athletic award : Athletic award.	VA0000171232	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Attendance award : Attendance award.	VA0000171225	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Band award : Band award.	VA0000171233	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Business award : Business award.	VA0000171224	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Cheerleading award : Cheerleading award.	VA0000171226	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Choir award : Choir award.	VA0000171218	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Citizenship award : Citizenship award.	VA0000171240	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Computer award : Computer award.	VA0000171241	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Dance award : Dance award.	VA0000171242	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Debate award : Debate award.	VA0000171219	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Drama award : Drama award.	VA0000171237	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Driver education award : Driver education award.	VA0000171236	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Foreign language award : Foreign language award.	VA0000171235	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Gymnastics award : Gymnastics award.	VA0000171234	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Handwriting award : Handwriting award.	VA0000171238	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Health award : Health award.	VA0000171243	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Home economics award : Home economics award.	VA0000171244	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Honor award : Honor award.	VA0000171245	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Honor roll award : Honor roll award.	VA0000171220	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Honor Society award : Honor Society award.	VA0000171221	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Industrial arts award : Industrial arts award.	VA0000171246	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Journalism award : Journalism award.	VA0000171247	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Language arts award : Language arts award.	VA0000171248	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Mathematics award : Mathematics award.	VA0000171249	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Outstanding achievement award : Outstanding achievement award.	VA0000171222	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Physical education award : Physical education award.	VA0000171250	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Principal award : Principal award.	VA0000171223	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Reading award : Reading award.	VA0000171251	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Safety award : Safety award.	VA0000171227	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Science award : Science award.	VA0000171228	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Social studies award : Social studies award.	VA0000171229	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Spelling award : Spelling award.	VA0000171230	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Student Council award : Student Council award.	VA0000171231	11/5/1984
Hammond & Stephens Company	S.C.O.B.I. program for lesson planning : Lesson planning.	TX0001544708	3/15/1985

NEO/SCI

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Discover book log.	TX0005691112	2/26/2003
Premier Agendas, Inc.	2003 family in focus calendar.	TX0005691113	2/26/2003
Premier Agendas, Inc.	94/95.	TX0004485973	8/29/1996
Premier Agendas, Inc.	Academic 2001/2002 : student planner.	TX0005579875	6/21/2002
Premier Agendas, Inc.	Agenda 1994/1995.	TX0004485971	8/29/1996
Premier Agendas, Inc.	Agenda program manual for educators to help maximize school effectiveness.	TX0004962448	4/12/1999
Premier Agendas, Inc.	American High School student handbook 2001-2002.	TX0005579851	6/21/2002
Premier Agendas, Inc.	American middle school student handbook, 2001-2002.	TX0005575743	6/21/2002
Premier Agendas, Inc.	Building character.	TX0005578425	6/21/2002
Premier Agendas, Inc.	Building Good Character.	TX0007232365	9/24/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Catholic Resource Supplement- Elementary.	TX0007232569	10/7/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Middle and High School.	TX0007219036	9/24/2008
Premier Agendas, Inc.	Central High School school agenda '93-94.	TX0004346836	8/29/1996
Premier Agendas, Inc.	Conflict resolution.	TX0005706279	2/26/2003
Premier Agendas, Inc.	D. Russell Parks Junior High School : student handbook '90-'91 : sample : Premier middle school reminder '90-'91.	TX0004485975	8/29/1996
Premier Agendas, Inc.	Destination--character / material written by Ann C. Dotson & Karen D. Wisont.	TX0005579855	6/21/2002
Betty Ford Center, Premier Agendas, Inc.	Drug and Alcohol Prevention.	TX0007232377	9/24/2008
Premier Agendas, Inc.	Elementary Study Skills and Test Preparation.	TX0007232280	9/24/2008
Premier Agendas, Inc.	Enter the Premier circle of success and develop a community of learners : Premier school agenda.	TX0004485974	8/29/1996
Premier Agendas, Inc.	Eudora Senior High School : Premier School Agendas '92-93.	TX0004360229	8/29/1996
Premier Agendas, Inc.	Fiesta Lincoln-Mercury auto agenda '96.	TX0004482039	8/29/1996
Premier Agendas, Inc.	Financial Planning.	TX0007232283	9/24/2008
Premier Agendas, Inc.	Franklin collegiate events planner/agenda.	TX0005123385	1/11/2000
Premier Agendas, Inc.	Franklin compass agenda : 1998/99.	TX0004962461	4/12/1999
Premier Agendas, Inc.	George Washington Carver Magnet School : student handbook 93-94.	TX0004485972	8/29/1996
Premier Agendas, Inc.	Health and Wellness.	TX0007146365	9/30/2008
Premier Agendas, Inc.	If I plan to learn, I must learn to plan.	TX0004797072	6/12/1998
Premier Agendas, Inc.	Journeying in our faith.	TX0005837200	6/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Kaimuki High School student handbook 2001-2002.	TX0005811847	6/21/2003
Premier Agendas, Inc.	Lincoln Elementary School student handbook, 2002-2003.	TX0005575742	6/21/2002
Premier Agendas, Inc.	Loda Grade School student handbook, 2001-2002.	TX0005575747	6/21/2002
Premier Agendas, Inc.	Making Character Count.	TX0007144213	9/30/2008
Premier Agendas, Inc.	My journal.	TX0004791781	6/12/1998
Premier Agendas, Inc.	My journal.	TX0004346838	8/29/1996
Premier Agendas, Inc.	Online Safety.	TX0007146220	9/30/2008
Premier Agendas, Inc.	Personal planning & study resource guide.	TX0004341561	7/15/1996
Premier Agendas, Inc.	Plan for success 2002-2003 planner.	TX0005579866	6/21/2002
Premier Agendas, Inc., The College Board	Premier Agenda for CollegeEd - Freshman Edition 2008-2009.	TX0007215645	10/24/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd - Middle School Edition 2008-2009.	TX0007224294	11/3/2008
The College Board, Premier Agendas Inc.,	Premier Agenda for CollegeEd - Senior Edition 2008-2009.	TX0007201590	10/16/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd Sophomore Edition 2008-2009.	TX0007161603	10/16/2008
Premier Agendas, Inc.	Premier auto agenda.	TX0004482038	8/29/1996
Premier Agendas, Inc.	Premier Bilingual Spanish-English Agenda Middle Level Edition 2008-2009.	TX0007190057	9/12/2008
Premier Agendas, Inc.	Premier binder reminder, 1994-1995.	TX0004346839	8/29/1996
Premier Agendas, Inc.	Premier binder reminder '90-91.	TX0003745173	6/17/1994
Premier Agendas, Inc.	Premier binder reminder 91/92.	TX0003745067	4/26/1994
Premier Agendas, Inc.	Premier Character Development Agenda Elementary Edition 2008-2009.	TX0007233192	10/6/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Character Development Agenda - Primary Edition 2008-2009.	TX0007234888	10/7/2008
Premier Agendas, Inc.	Premier compass agenda, 2000-2001.	TX0005241010	7/5/2000
Premier Agendas, Inc.	Premier compass agenda : PCA : millennium : agenda 1999-2000.	TX0005126817	1/11/2000
Premier Agendas, Inc.	Premier Compass Planner 2008-2009.	TX0007161589	10/10/2008
Premier Agendas, Inc.	Premier discover agenda.	TX0005579838	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575744	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575746	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005914302	2/13/2004
Premier Agendas, Inc.	Premier Early Learning Agenda.	TX0007187707	9/30/2008
Premier Agendas, Inc.	Premier elementary agenda 1996-1997.	TX0004346837	8/29/1996
Premier Agendas, Inc.	Premier elementary agenda, 1998-1999.	TX0004960012	4/12/1999
Premier Agendas, Inc.	Premier elementary agenda, 2000-2001.	TX0005241011	7/5/2000
Premier Agendas, Inc.	Premier elementary agenda, 2001-2002.	TX0005420297	7/27/2001
Premier Agendas, Inc.	Premier Elementary Agenda : class act : 1997-1998.	TX0004791748	6/12/1998
Premier Agendas, Inc.	Premier elementary level agenda.	TX0005125329	1/11/2000
Premier Agendas, Inc.	Premier Faith and Life Agenda Elementary Edition 2008-2009.	TX0007252989	10/7/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda High School Edition, 2008-2009.	TX0007135172	10/10/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda Middle Level Edition 2008-2009.	TX0007207637	10/2/2008
Premier Agendas, Inc.	Premier Foundations Agenda - Elementary Edition 2008-2009.	TX0007189233	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda - High School Edition, 2008-2009.	TX0007224016	10/7/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Foundations Agenda Middle School 2008-2009.	TX0007189266	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda - Primary Edition 2008-2009.	TX0007219308	10/24/2008
Premier Agendas, Inc.	Premier Health and Wellness Agenda - Elementary Edition 2008-2009.	TX0007221680	11/28/2008
Premier Agendas, Inc.	Premier Kaplan Test Prep Agenda 2008-2009.	TX0007261150	11/24/2008
Premier Agendas, Inc.	Premier Legacy Educator Planner 2008-2009.	TX0007189189	9/30/2008
Premier Agendas, Inc.	Premier middle level agenda.	TX0005125327	1/11/2000
Premier Agendas, Inc.	Premier middle level agenda, 1998-1999.	TX0004960011	4/12/1999
Premier Agendas, Inc.	Premier middle level agenda, 2000-2001.	TX0005241013	7/5/2000
Premier Agendas, Inc.	Premier middle level agenda, 2001-2002.	TX0005420295	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2001-2002.	TX0005420296	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2002-2003.	TX0005900935	6/21/2002
Premier Agendas, Inc.	Premier middle school reminder '91-92.	TX0003745175	6/17/1994
Premier Agendas, Inc.	Premier Plan-It.	TX0005575745	6/21/2002
Premier Agendas, Inc.	Premier Plan-it 1996.	TX0004360227	8/29/1996
Premier Agendas, Inc.	Premier plan-it : agenda 2001-2002.	TX0005420316	7/27/2001
Premier Agendas, Inc.	Premier primary agenda, 2000-2001.	TX0005241014	7/5/2000
Premier Agendas, Inc.	Premier primary journal.	TX0005125328	1/11/2000
Premier Agendas, Inc.	Premier primary journal, 1998-1999.	TX0004960010	4/12/1999
Premier Agendas, Inc.	Premier primary journal, 2001-2002.	TX0005420294	7/27/2001
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004485977	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004486867	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier School Agenda, 1996/97.	TX0004360228	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1996/97.	TX0004485978	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1998-1999.	TX0004962462	4/12/1999
Premier Agendas, Inc.	Premier school agenda, 2000-2001.	TX0005240771	7/5/2000
Premier Agendas, Inc.	Premier school agenda 88/89.	TX0003745064	4/26/1994
Premier Agendas, Inc.	Premier school agenda 89/90.	TX0003745065	4/26/1994
Premier Agendas, Inc.	Premier school agenda 90/91.	TX0003745066	4/26/1994
Premier Agendas, Inc.	Premier school agenda 92/93.	TX0003745068	4/26/1994
Premier Agendas, Inc.	Premier school agenda 93/94.	TX0003745069	4/26/1994
Premier Agendas, Inc.	Premier school agendas.	TX0005123384	1/11/2000
Premier Agendas, Inc.	Premier School Agendas.	TX0004791749	6/12/1998
Premier Agendas, Inc.	Premier School Agendas.	TX0004797071	6/12/1998
Premier Agendas, Inc.	Premier School Agendas 1996-1997.	TX0004485976	8/29/1996
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Elementary Edition 2008-2009.	TX0007189331	9/30/2008
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Primary Edition 2008-2009.	TX0007189306	9/30/2008
Premier Agendas Inc.	Premier TimeTracker Agenda - Elementary Edition 2008-2009.	TX0007173009	10/31/2008
Premier Agendas Inc.	Premier TimeTracker Agenda High School Edition 2008-2009.	TX0007156686	10/8/2008
Premier Agendas Inc.	Premier TimeTracker Agenda- Middle Level Edition 2008-2009.	TX0007207395	10/9/2008
Premier Agendas Inc.	Premier TimeTracker Agenda Primary Edition 2008-2009.	TX0007189874	9/30/2008
Premier Agendas, Inc.	Premiere compass : agenda 2001-2002.	TX0005420318	7/27/2001
Premier Agendas, Inc.	Premiere discover agenda.	TX0005580041	6/21/2002
Premier Agendas, Inc.	Premiere school agenda 2001-2002.	TX0005420317	7/27/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	School agenda 85/86.	TX0003745061	4/26/1994
Premier Agendas, Inc.	School agenda 86/87.	TX0003745062	4/26/1994
Premier Agendas, Inc.	School Smart Agenda - Middle Level Edition 2008-2009.	TX0007149089	10/9/2008
Premier Agendas, Inc.	School Smart Agenda Primary Edition 2008 - 2009.	TX0007189829	9/12/2008
Premier Agendas Inc.	Stand Up ... Against Bullying!	TX0007146378	9/30/2008
Premier Agendas Inc.	Stand Up! Speak Out!	TX0007144224	9/30/2008
Premier Agendas, Inc.	Student handbook and student planning calendar 1992-1993.	TX0003745174	6/17/1994
Premier Agendas, Inc.	Student handbook study guide and assignment calendar, 1987-88.	TX0003745063	4/26/1994
Premier Agendas Inc.	Study Skills and Test Preparation.	TX0007139359	10/31/2008
Premier Agendas, Inc.	Summit survival guide.	TX0005704343	2/26/2003
Premier Agendas, Inc.	Taft Junior High School student handbook assignment organizer.	TX0003745176	6/17/1994
Premier Agendas Inc.	Take Action...Against Bullying!	TX0007159107	10/10/2008
Premier Agendas, Inc.	Tate High School : student handbook 91-92.	TX0004482036	8/29/1996
Premier Agendas, Inc.	Utah Association of Secondary School Principals.	TX0004094588	9/27/1995
Premier Agendas, Inc.	What is character? / Anne C. Dotson and Karen D. Wisont, 1963-.	TX0005241012	7/5/2000
Premier Agendas, Inc.	Premier Smart Pack.	TX0005567371	2/26/2003
Premier School Agendas, Inc.	Compass for Campus : facilitator guide.	TX0005122076	1/11/2000
Premier School Agendas, Ltd.	Premier elementary reminder 1989-90.	TX0004334250	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '90-91.	TX0004334249	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '91-92.	TX0004334248	7/15/1996
Premier School Agendas, Ltd.	Saltar's point, Steilacoom, Premier School Agenda '92-93.	TX0004471116	7/15/1996

SAX ARTS & CRAFTS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Sax Arts and Crafts	Sax Arts and Crafts	TX0000015409	2/13/1978

SCHOOL SPECIALTY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	Making Connections Audio Recordings Book 1.	SR0000675433	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 2.	SR0000675442	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 3.	SR0000675443	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 4.	SR0000675444	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 5.	SR0000675445	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 6.	SR0000675441	5/23/2011
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Aqua.	TX0007262706	8/12/2010
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Crimson.	TX0007262688	8/12/2010
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Gold.	TX0007262704	8/12/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 1, 2nd edition.	TX0007246501	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 2, 2nd edition.	TX0007246491	8/16/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc., Transfer: By written agreement	Megawords 3, 2nd edition.	TX0007293223	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 4, 2nd edition.	TX0007246289	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 5, 2nd edition.	TX0007246486	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 6, 2nd edition.	TX0007246051	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 7, 2nd edition.	TX0007293320	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 8, 2nd edition.	TX0007293235	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords Test Manual, 2nd edition.	TX0007293326	8/16/2010
School Specialty, Inc.	North Dakota: its place in region & 2 other titles.	V3418D016	6/23/1998
School Specialty, Inc.	North Dakota: its place in the region & 1 other title.	V3406D464	10/31/1997
School Specialty Supply, Inc.	Ad Astra : Kansas capitol dome sculpture 1992.	VA0000486477	11/4/1991
School Specialty Supply, Inc.	AD Astra; poster.	V3078P214	2/13/1995
ClassroomDirect.com, LLC	ClassroomDirect.com Web Site	TX0006125383	4/14/2005
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 5	TX0007545764	4/23/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 8	TX0007545773	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 4	TX0007545781	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 5	TX0007545782	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 6	TX0007545750	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 8	TX0007545779	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Reader Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 7		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Initial Placement Assessment		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 2	TX0007561190	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 3	TX0007561196	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 7	TX0007561202	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 2	TX0007561188	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 3	TX0007561189	6/13/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 4	TX0007561187	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 7	TX0007561206	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 7		Pending
School Specialty, Inc.	Content-Area Vocabulary Builder	TX0007561276	5/23/2011

SPEECH BIN

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	1/23/1997
Speech Bin, Inc.	Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	8/9/1999
Speech Bin, Inc.	Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	1/23/1997
Speech Bin, Inc.	RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	1/23/1997
Speech Bin, Inc.	Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	1/23/1997
the Speech Bin	Sounds plus s + r : Sounds plus sibilants.	TX0001895398	8/6/1986
the Speech Bin	Speech beans.	TX0001879656	8/7/1986
Speech Bin, Inc.	Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	5/22/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	4/7/1998
Speech Bin, Inc.	TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997
Speech Bin, Inc.	Warmups & workouts : exercises for learning "r" / Jane Folk ; Sara Folk, illustrator.	TX0004292198	5/22/1996
the Speech Bin	Who gets on jets?	TX0001884107	8/7/1986
Speech Bin, Inc.	Workbook for memory skills / Beth M. Kennedy.	TX0004450527	1/23/1997
Speech Bin, Inc.	Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	5/22/1996
Speech Bin, Inc.	Artic-pic : a show 'n' tell book about [r] ; Artic-pic : a show 'n' tell book about [s] / Denise Grigas.	TX0005027145	8/9/1999
Speech Bin, Inc.	Blonigen fluency program / Julie A. Blonigen.	TX0005375899	1/4/2001
Speech Bin, Inc.	Breakfast club : enhancing the communication ability of Alzheimer's patients.	PA0000865729	7/10/1997
Speech Bin, Inc.	Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	7/10/1997
Speech Bin, Inc.	COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	7/10/1997
Speech Bin, Inc.	Effective conversations--techniques for talking together / Darlene Lengel.	TX0004294307	5/20/1996
Speech Bin, Inc.	Effective listening / Darlene Lengel.	TX0005027144	8/9/1999
Speech Bin, Inc.	I can say R.	TX0005539440	5/21/2002
Speech Bin, Inc.	I can say S.	TX0005539439	5/21/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	1/4/2001
Speech Bin, Inc.	MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	5/20/1996
Speech Bin, Inc.	Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	1/4/2001
the Speech Bin, Inc.	Sound advice.	TX0002233302	9/14/1987
Speech-Bin, Inc.	Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	1/4/2001
Speech-Bin, Inc.	Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	5/21/1996
Speech Bin, Inc.	Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	8/9/1999
Speech Bin, Inc.	Take a chance / Gary J. Cooper.	TX0003740044	2/1/1994
Speech Bin, Inc.	What is auditory processing? / Susan Bell.	TX0003721616	2/1/1994
Speech Bin, Inc.	What is dementia? / Mary Jo Santo Pietro.	TX0005027090	8/9/1999

SPORTIME

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag bears.	VAu000425885	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag bunnies.	VA0000884346	10/21/1997
Select Service & Supply d.b.a Sportime International	Bean bag frogs.	VA0000875777	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag gorillas.	VA0000875779	10/6/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag hippo.	VA0000875780	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag pig.	VA0000875778	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag triceratops.	VAu000425884	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag turtles.	VA0000908300	10/24/1997
Select Service & Supply d.b.a Sportime International	Bean bag tyrannosaurus.	VAu000425886	3/5/1998
Sportime, LLC	Hands-On basketball.	VA0000932992	6/12/1998

Schedule 4.19 – Ownership

<u>Institutional Ownership</u>		<u>Held</u>	<u>S/O</u>
1	Stadium Capital Management LLC	1,806,692	9.4%
2	Robotti & Co., Inc.	1,647,290	8.6%
3	Dimensional Fund Advisors, Inc.	1,440,434	7.5%
4	LaGrange Capital Management LLC	1,275,861	6.7%
5	Metropolitan West Capital Management LLC	1,262,238	6.6%
6	Lee Munder Capital Group LLC	949,069	4.9%
7	Davis Selected Advisers LP	594,117	3.1%
8	Portolan Capital Management LLC	493,759	2.6%
9	BlackRock Fund Advisors	445,487	2.3%
10	Eagle Boston Investment Management, Inc.	417,406	2.2%
11	Credit Suisse Securities (USA) LLC (Broker)	383,736	2.0%
12	Raffles Capital Management LLC	380,700	2.0%
13	The Vanguard Group, Inc.	363,939	1.9%
14	Renaissance Technologies LLC	326,901	1.7%
15	Perritt Capital Management, Inc.	200,000	1.0%
16	Perkins Capital Management, Inc.	194,000	1.0%
17	The California Public Employees Retirement System	174,500	0.9%
18	BMO Asset Management Corp.	128,123	0.7%
19	RBF Capital LLC	125,040	0.7%
20	Columbia Management Investment Advisers LLC	108,484	0.6%
Top 20 Institutional Ownership		12,717,776	66.3%
Other Institutional Ownership		1,164,808	6.1%
Total Institutional Ownership		13,882,584	72.4%

<u>Insider Ownership</u>		<u>Shares Held</u>	<u>% of S/O</u>
1	Msd Capital Lp	2,884,499	15.0%
2	Ledecky Jonathan J	516,017	2.7%
3	Lavelle Michael P	159,339	0.8%
4	Vander Zanden David J	134,623	0.7%
5	Collins Patrick Timothy	87,500	0.5%
Top 5 Insider Ownership		3,781,978	19.7%
Other Insider Ownership		261,294	1.4%
Total Insider Ownership		4,043,272	21.1%
Implied Retail Ownership		1,253,093	6.5%
Total Ownership		19,178,949	100.0%

Schedule 4.21 Insurance

<u>Insurer</u>	<u>Policy Type</u>	<u>Coverage</u>	<u>Deductibles</u>	<u>Policy #</u>
Affiliated FM	Property/Equipment	\$ 435,000,000	\$ 100,000	EM 732
Endurance American Specialty Insurance Company	Excess California Earthquake	\$ 10,000,000	\$ 100,000	CPN10003743000
AGCS Marine Insurance Company (Allianz)	Ocean Cargo	\$ 1,500,000	\$ 2,000	OC 96019100
Admiral Insurance Company	General Liability	\$ 2,000,000	\$ 50,000	CA 000005586-09
Sentry Insurance Company	Commercial Auto	\$ 1,000,000	\$ 1,000	90-04547-03
Sentry Insurance Company	Workers Compensation	\$ 1,000,000	\$ 350,000	90-04547-02 H& & WI 90-04547-01 All Other
ACE American Insurance Company	Foreign Liability	\$ 2,000,000	\$ 1,000	PHFD37930659
National Union Fire Insurance Co. of Pittsburgh (Chartis)	Umbrella Liability	\$ 25,000,000	\$ 25,000	13273329
Federal Insurance Company (Chubb)	Excess Liability	\$ 25,000,000	\$ —	7976-73-69
Illinois National Insurance Company (Chartis)	Directors & Officers Liability	\$ 10,000,000	\$ 0 Non indmenifiable \$ 500,000 Securities \$ 350,000 All Other	01-166-65-19
Federal Insurance Company (Chubb)	1st Excess Directors & Officers Liability	\$ 10,000,000	\$ —	8157-7351
Axis Insurance Company	2nd Excess Directors & Officers Liability	\$ 5,000,000	\$ —	MCN762576/01/2012
Beazley Insurance Company	3rd Excess Directors & Officers Liability	\$ 5,000,000	\$ —	V15VK8120401
Travelers Casualty and Surety Company of America	Employment Practices Liability	\$ 3,000,000	\$ 250,000	105673447
Lloyds of London	Media Professional Liability	\$ 5,000,000	\$ 50,000	B0180C121619
Federal Insurance Company (Chubb)	Fiduciary Liability	\$ 10,000,000	\$ 0 Non indmenifiable \$ 50,000 Securities \$ 10,000 All Other	6803-3234
Federal Insurance Company (Chubb)	Crime	\$ 5,000,000	\$ 100,000	8151-9737
U.S. Specialty Ins. Co. (PIA)	Special Crime	\$ 5,000,000	\$ —	U712-85722
Berkley Regional Insurance	Surety Bonds	\$ 30,000,000	\$ —	N/A

Schedule 4.26 – Brokers

Fees payable to Perella Weinberg Partners

Schedule 4.27 – Restrictive Agreements

None

Schedule 4.30 – Criminal Charges

None

Schedule 5.12 – Cash Management System

See attached

Schedule 6.1 – Permitted Liens

UCC SEARCH RESULTS

Premier Agendas, Inc.

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Premier Agendas, Inc. 2000 Kentucky Street Bellingham WA 98226	2009-091-5951 Washington Department of Licensing	4/1/2009	Fujifilm Graphic Systems USA, Inc. 350 Central AVE Hanover Park, IL 60133	All debtor's right, title now owned or hereafter acquired in lithographic plates, film, prepressed proofing materials and miscellaneous lithographic supplies provided by Enovation Graphic Systems Inc. or credited from Enovation Graphic Systems, Inc. regardless of the deliver but does not constitute any security interest in any of the assets of the company listed on this filing.
School Specialty, Inc.	120007074826 Wisconsin Department of Financial Institutions	5/24/2012	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.

School Specialty, Inc.

120004986734
Wisconsin
Department of
Financial Institutions

4/13/2012 IKON Financial SVCS

All equipment now or hereafter leased in an equipment leasing transaction in connection with that certain Master Agreement No. see below, Product Schedule No./Agreement No. see below (“Lease”), as amended from time to time, between IOS Capital, LLC as lessor, and the above referenced Lessee/Debtor, including, without limit, the equipment listed below, and all additions, improvements, attachments, accessories, accessions, upgrades and replacements related thereto, and any and all substitutions or exchanges, and any and all products, insurance and/or other proceeds (cash and non-cash) there from: The equipment location is as identified in the Lease. This IS intended to be a true lease transaction. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the parties to which this document applies IS other than lessor and lessee, respectively. This financing statement is filed solely to protect the interests of the parties In the event of unwarranted assertions by any third party. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only. Product Schedule No./Agreement No. 2907845, Master Agreement/Lease No. CUSTOMER: 1418270 RIPROC901 CI0071478

Schedule 6.2 – Permitted Debt

Part A

2011 Subordinated Convertible Debentures in the initial principal amount of \$157,500,000 and accreted through January 28, 2013 \$169,768,391.00.

Sale Leaseback Debt of \$12,020,528.00 remaining principal owed to GE Capital BAF as of December 31, 2012

Letters of Credit – See Schedule 4.9

As of January 28, 2013 there are approximately \$9,700,000 in accounts payable past due by more than 60 days.

Part B

Intercompany balances as of 12/31/12

	Due from Entity			
	SSI	PAI	Select	Delta
<u>Due to Entity:</u>				
Classroom Direct	67,210,127			
Sportime	79,204,718			
Bird in Hand	7,082,596			
Childcraft	57,802,393			
Delta Education LLC	143,211,633			
Califone	33,156,965			
PSA	11,300,763	9,923,557	746,291	1,036
PAI	220,349,294			

In addition, PSA has a note receivable from SSI in the amount of \$4,500,000 CAD. The company's intention is to not have this note repaid. Thus, it is accounted for as equity.

Schedule 6.3 – Permitted Investments

35% equity ownership interest in Carson- Dellosa Publishing, LLC

Schedule 6.14 – Permitted Sale-Leasebacks

Property Address:
101 Almgren Drive
Agawam, MA 01001

Owner / Landlord:
Mesirow Realty Sale-Leaseback, Inc.

Sublet to:
Vaupell Holdings
101 Almgren Drive
Agawam, MA 01001

Property Address:
100 Paragon Parkway
Mansfield, OH 44903

Owner / Landlord:
SSI Mansfield, LLC
c/o Mesirow Realty Sale-Leaseback, Inc.
350 North Clark Street
Chicago, IL 60610

Both Assigned to:
General Electric Capital Business Asset Funding Corporation
10900 NE 4th Street, Suite 500
Bellevue, WA 98004

Schedule 10.3 – Addresses for Notices

School Specialty, Inc.
c/o Chief Financial Officer
W6316 Design Drive
Greenville, WI 54942

Mailing Address:

School Specialty, Inc.
c/o Chief Financial Officer
PO Box 1579
Appleton, WI 54912-1579

Administrative Agent:

Bayside Finance, LLC
c/o Bayside Capital, Inc.
600 Fifth Avenue, 24th Floor
New York, NY 10020
Attention: Sean Britain

SECURITY AND PLEDGE AGREEMENT

This SECURITY AND PLEDGE AGREEMENT (this "Agreement") is dated as of January 31, 2013 and entered into by and among **SCHOOL SPECIALTY, INC.**, a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, each of **CLASSROOMDIRECT.COM, LLC**, a Delaware limited liability company, **DELTA EDUCATION, LLC**, a Delaware limited liability company, **SPORTIME, LLC**, a Delaware limited liability company, **CHILDCRAFT EDUCATION CORP.**, a New York corporation, **BIRD-IN-HAND WOODWORKS, INC.**, a New Jersey corporation, **CALIFONE INTERNATIONAL, INC.**, a Delaware corporation, and **PREMIER AGENDAS, INC.**, a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), each of which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, **SELECT AGENDAS, CORP.**, a Nova Scotia unlimited liability company ("Select Agendas"), as a Guarantor, **FREY SCIENTIFIC, INC.** and **SAX ARTS & CRAFTS, INC.**, each a Delaware corporation, each as a Guarantor, each of which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, each Subsidiary of the Administrative Borrower (other than the Borrowers) that becomes a Guarantor under the Credit Agreement (as defined below) (the Guarantors and the Borrowers each individually referred to herein as a "Grantor" and collectively as "Grantors"), and **BAYSIDE FINANCE, LLC**, a Delaware limited liability company ("Bayside"), as agent for the Lenders and the other Secured Parties (in such capacity, "Agent") under the Credit Agreement (defined below) and the other Loan Documents (as defined therein).

PRELIMINARY STATEMENTS

A. **WHEREAS**, certain Grantors have commenced a case under Chapter 11 of Title 11 of the Bankruptcy Code for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their business as debtors-in-possession;

B. **WHEREAS**, pursuant to that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, the Lenders from time to time party thereto and Bayside, as Agent, and the DIP Order, as applicable, the Agent and the Lenders are willing to make available to the Borrowers a \$50,000,000 debtor-in-possession revolving loan facility and a roll up of all loans and obligations under the Prepetition Term Loan Agreement, upon the satisfaction (or waiver) of certain conditions;

C. **WHEREAS**, pursuant to the Credit Agreement, the Agent and the Lenders have agreed to make post-petition loans and advances and provide other financial accommodations to the Borrowers, subject to the terms and conditions contained therein;

D. **WHEREAS**, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

E. **WHEREAS**, Grantors desire that Agent and Lenders consummate the financing transactions contemplated by the Credit Agreement on the terms and conditions contained therein as Grantors will derive substantial direct and indirect economic benefits from the making of the loans, advances and other financial accommodations provided to Borrowers by Agent and Lenders pursuant to the Credit Agreement and the documents executed in connection therewith;

F. **WHEREAS**, it is a condition precedent to effectiveness of the Credit Agreement and each of the transactions contemplated thereby that Grantors shall have entered into this Agreement and granted the security interests and undertaken the obligations contemplated by this Agreement;

G. **WHEREAS**, the Agent and the ABL DIP Agent have entered into an Intercreditor Agreement (as defined in the Credit Agreement), and the provisions of this Agreement are subject to the provisions of the Intercreditor Agreement as provided in Section 31 hereof; and

H. **WHEREAS**, to supplement the DIP Order without in any way diminishing or limiting the effect of the DIP Order or the DIP Liens granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with the DIP Liens.

NOW, THEREFORE, in consideration of the agreements set forth herein and in order to induce Lenders to undertake the Revolving Commitment and to make the Term Loans under the Credit Agreement and to make and maintain loans, advances and other financial accommodations under the Credit Agreement, and for other good and valuable consideration the receipt of which is hereby acknowledged, each Grantor hereby agrees with Agent as follows:

SECTION 1. Grant of Security.

Each Grantor hereby pledges, mortgages, hypothecates and (except in the case of ULC Shares) assigns to Agent, and hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the property of such Grantor, in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of this Agreement, or as it may hereafter be amended in, the State of New York (the "UCC"), including all of the following (the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Money, Securities Accounts and all Deposit Accounts, together with all amounts on deposit from time to time in such Deposit Accounts;
- (d) all Documents;

-
- (e) all Farm Products;
 - (f) all General Intangibles, and all Intellectual Property, Payment Intangibles and Software;
 - (g) all Goods, including Inventory, Equipment and Fixtures;
 - (h) all Instruments;
 - (i) all Investment Property;
 - (j) all Letter-of-Credit Rights and other Supporting Obligations;
 - (k) all Records;
 - (l) all Assigned Contracts;
 - (m) all Commercial Tort Claims, including those set forth on Schedule 1 annexed hereto; and
 - (n) all Proceeds and Accessions with respect to any of the foregoing Collateral, including all insurance proceeds on or in respect of any of the foregoing Collateral.

Each term set forth above shall have the meaning set forth in the UCC (to the extent such term is defined in the UCC or elsewhere herein), it being the intention of Grantors that the description of the Collateral set forth above be construed to include the broadest possible range of assets.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in any of such Grantor's rights or interests in or under: (i) voting Equity Interests of any CFC, solely to the extent (y) such Equity Interests represent an excess over 65% of the outstanding voting Equity Interests of such CFC, and (z) pledging or hypothecating more than 65% of the total outstanding Equity Interests of such CFC would result in adverse tax consequences or the costs to the Grantors of providing such pledge are unreasonably excessive (as determined by the Agent in consultation with the Administrative Borrower) in relation to the benefits to Agent and the other Secured Parties of the security afforded thereby (which pledge, if reasonably requested by Agent, shall be governed by the laws of the jurisdiction of such Subsidiary); (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the applicable IP Filing Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral; and (iii) any license, contract, permit, Instrument, security or franchise to which such Grantor is a party as of the date hereof or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, Instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, Instrument, security or franchise (other

than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that, immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall, without any further action by any party hereto, include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that the foregoing exclusion shall in no way be construed to limit, impair or otherwise affect any of Agent's or any other Secured Party's continuing security interests in and liens upon any rights or interests of any Grantor in or to monies due or to become due under or in connection with any described such license, contract, permit, Instrument, security or franchise, or any proceeds from the sale, license, lease or other dispositions of any such license, contract, permit, Instrument, security or franchise. In the event that any asset of a Grantor is excluded from the Collateral by virtue of clause (iii) of the foregoing sentence (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity), such Grantor agrees to use its reasonable best efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such asset pursuant hereto as promptly as practicable. The security interests granted hereunder shall not extend to (i) any consumer goods (as defined in the PPSA) of Select Agendas; or (ii) the last day of any real property lease, or any agreement to lease to which Select Agendas is now or becomes a party as lessee, provided that any such last day shall be held in trust by Select Agendas for the Agent and, on the exercise by the Agent of its rights and remedies hereunder, shall be assigned by Select Agendas as directed by the Agent. Notwithstanding the foregoing, Agent shall have a security interest in, and a pledge and collateral assignment of (but not a present assignment of) any Canadian trademarks or ULC Shares forming part of the Collateral.

SECTION 2. Security for Obligations.

This Agreement secures, and the Collateral is collateral security for, the prompt payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration or demand in accordance with the Credit Agreement, or otherwise, of all obligations of each Grantor to each Secured Party, including the Obligations (as defined in the Credit Agreement), however created, arising or evidenced, and whether or not evidenced by a Loan Document (including, without limitation, interest and other amounts that, but for the filing of a petition in bankruptcy with respect to any Grantor, would accrue on such obligations, whether or not a claim is allowed against such Grantor for such amounts in the related bankruptcy proceeding), together with all extensions or renewals thereof, whether for principal, interest, fees, premiums, expenses, reimbursement obligations, indemnities, or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Agent or any other Secured Party as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement (collectively, the "Secured Obligations"). Each Grantor confirms that value has been given by the Secured Parties or any of them to such Grantor, that such Grantor has rights in its Collateral existing at the date of this Agreement and that such Grantor and the Agent have not agreed to postpone the time for attachment of the Security Interest in any of the Collateral of such Grantor.

SECTION 3. Grantors Remain Liable.

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) Agent shall not have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder and (d) neither Agent nor any other Secured Party shall have any custodial or ministerial duties to perform with respect to the Collateral pledged except as expressly set forth herein; and by way of explanation and not by way of limitation, neither Agent nor any other Secured Party shall incur liability for any of the following: (i) defects in title to or ownership of Collateral, (ii) loss or depreciation of, or any decline in the value of, Collateral, or (iii) failure to present any paper for payment or protest, to protest or give notice of nonpayment or any other notice with respect to any paper or Collateral.

SECTION 4. Representations and Warranties.

Each Grantor represents and warrants to the Agent, for the benefit of Secured Parties, as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Credit Agreement and the DIP Order, (i) such Grantor owns its interests in the Collateral free and clear of any Lien and (ii) except as set forth on Schedule 16 hereto, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including any IP Filing Office. Each Grantor has full power and authority to grant to Agent for the benefit of the Secured Parties the security interest in all Collateral pursuant to this Agreement and to execute, deliver and perform its obligations in accordance with the terms hereof, without the consent or approval of any other Person.

(b) **Perfection.** Upon entry of the DIP Order by the Bankruptcy Court, the security interests in the Collateral granted to Agent for the benefit of Secured Parties hereunder shall constitute valid security interests in the Collateral, securing the payment of the Secured Obligations. Upon (i) the filing of UCC financing statements naming each Grantor as “debtor”, naming Agent as “Secured Party” and describing the Collateral in the filing offices with respect to such Grantor set forth on Schedule 2 annexed hereto, (ii) the entry of the DIP Order by the Bankruptcy Court, (iii) in the case of the Securities Collateral consisting of certificated Securities or evidenced by Instruments, in addition to filing of such UCC financing statements, delivery of the certificates representing such certificated Securities and delivery of such Instruments to Agent, in each case duly endorsed or accompanied by duly executed instruments of assignment or transfer in blank, (iv) in the case of the Intellectual Property Collateral constituting Copyrights and Copyright Rights, in addition to the filing of such UCC financing statements, the recordation

of a Grant with the United States Copyright Office, (v) in the case of Equipment that is covered by a certificate of title, the filing with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction of an application requesting the notation of the security interest created hereunder on such certificate of title, and (vi) in the case of any Deposit Account and any Investment Property constituting a Security Entitlement, Securities Account, Commodity Contract or Commodity Account, the execution and delivery to Agent of an agreement providing for control by Agent thereof or the filing of a PPSA financing statement in Canada, the security interests in the Collateral granted by each Grantor to Agent for the benefit of Secured Parties will constitute perfected security interests therein prior to all other Liens (except for Permitted Senior Liens), and all filings and other actions necessary or desirable to perfect and protect such security interests will have been duly made or taken. Upon the recordation of a Grant with respect to the Intellectual Property Collateral with the applicable IP Filing Office, no subsequent purchaser or mortgagee for value may obtain claim in or title to any Intellectual Property Collateral having priority or seniority over the security interests in such Intellectual Property Collateral granted by each Grantor to Agent for the benefit of Secured Parties pursuant hereto.

(c) **Office Locations; Type and Jurisdiction of Organization; Locations of Equipment and Inventory.** Each Grantor's name as it appears in official filings in the jurisdiction of its organization, type of organization (i.e. corporation, limited liability company, etc.), jurisdiction of organization, principal place of business, chief executive office, office where such Grantor keeps its Records regarding the Accounts, Intellectual Property and originals of Chattel Paper, and organization number, if any, provided by the applicable Government Authority of the jurisdiction of organization are set forth on Schedule 3 annexed hereto. All of the Equipment and Inventory is located at the places set forth on Schedule 4 annexed hereto, except for Inventory which, in the ordinary course of business, is in transit either (i) from a supplier to a Grantor, (ii) between the locations set forth on Schedule 4 annexed hereto, or (iii) to customers of a Grantor. Schedule 4A sets forth each state in which each Grantor maintains any assets, operates any portion of its business or is authorized to do business.

(d) **Names.** No Grantor (or predecessor by merger or otherwise of such Grantor) has, within the five-year period preceding the date hereof, or, in the case of an Additional Grantor, the date of the applicable Supplement, had a different name from the name of such Grantor listed on the signature pages hereof or of the applicable Supplement, except the names set forth on Schedule 5 annexed hereto (as amended by Agent pursuant to any such Supplement).

(e) **Delivery of Certain Collateral.** All certificates or Instruments (excluding checks) evidencing, comprising or representing the Collateral have been delivered to Agent duly endorsed or accompanied by duly executed instruments of transfer or assignment in blank.

(f) **Securities Collateral.** All of the Pledged Subsidiary Equity set forth on Schedule 6 annexed hereto has been duly authorized and validly issued and is, in the case of stock, fully paid and non-assessable (subject to the general assessability of shares of a ULC); and in the case of all other Pledged Subsidiary Equity, subject to no assessments, capital calls or additional payment requirements of any nature, all of the Pledged Subsidiary Debt set forth on Schedule 7 annexed hereto has been duly authorized and is the legally valid and binding

obligation of the issuers thereof and is not in default; there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Subsidiary Equity; Schedule 6 annexed hereto sets forth all of the Pledged Subsidiary Equity (identified as such) and all other Pledged Equity (identified as such) owned by each Grantor, and the percentage ownership in each issuer thereof; and Schedule 7 annexed hereto sets forth all of the Pledged Debt owned by such Grantor.

(g) **Intellectual Property Collateral.** A true and complete list of all Trademark Registrations and applications for any Trademark that are owned or licensed by such Grantor, in whole or in part, is set forth on Schedule 8 annexed hereto; a true and complete list of all Patents owned or licensed by such Grantor, in whole or in part, is set forth on Schedule 9 annexed hereto; a true and complete list of all Copyright Registrations and applications for Copyright Registrations held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, is set forth on Schedule 10 annexed hereto; and such Grantor is not aware of any pending or, to its knowledge, threatened claim by any third party that any of the Intellectual Property Collateral owned, held or used by such Grantor is invalid or unenforceable or violates or infringes on any rights of other Persons.

(h) **Deposit Accounts, Securities Accounts, Commodity Accounts.** Schedule 11 annexed hereto lists all Deposit Accounts, Securities Accounts and Commodity Accounts (separately identified as such) owned by each Grantor, and in each case, indicates the institution or intermediary at which the account is held and the account name and number.

(i) **Chattel Paper.** Such Grantor has no interest in any Chattel Paper, except as set forth in Schedule 12 annexed hereto.

(j) **Letter-of-Credit Rights.** Such Grantor has no interest in any Letter-of-Credit Rights, except as set forth on Schedule 13 annexed hereto.

(k) **Documents.** No negotiable Documents are outstanding with respect to any of the Inventory or other Collateral, except as set forth on Schedule 14 annexed hereto.

(l) **Assigned Agreements.** Each Assigned Agreement is in full force and effect and is enforceable against the parties thereto in accordance with its terms.

(m) **Collateral Condition and Lawful Use.** The Collateral is in good repair and condition in all material respects and each Grantor shall use reasonable care to prevent any of the Collateral from being damaged or depreciating, normal wear and tear excepted.

(n) **Chattel Paper, Accounts, General Intangibles.** Collateral consisting of Chattel Paper, Accounts or General Intangibles is (i) with respect to Chattel Paper and General Intangibles, to the best of its knowledge, genuine and enforceable in accordance with its terms, (ii) to the best of its knowledge, not subject to any defense, set-off, claim, or counterclaim of a material nature against a Grantor except as to which a Grantor has notified Agent in writing, and (iii) to the best of its knowledge, not subject to any other circumstances that would impair the validity, enforceability, value or amount of such Collateral except as to which a Grantor has notified Agent in writing. With respect to its Accounts, except as is specifically disclosed in

writing to the Agent, such Accounts (i) represent bona fide sales of Inventory or rendering of services to Account debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper, (ii) are and will be the legal, valid and binding obligation of the Account debtors in respect thereof, representing unsatisfied obligations of such Account debtor and (iii) to the best of such Grantor's knowledge after due inquiry, are and will be enforceable in accordance with their terms.

In addition to the representations and warranties set forth in the Credit Agreement, the representations and warranties as to the information set forth in Schedules referred to herein are made as to each Grantor (other than Additional Grantors) as of the date hereof and as to each Additional Grantor as of the date of the applicable Supplement, except that, in the case of a Pledge Supplement, IP Supplement or notice delivered pursuant to Section 5(d) hereof, such representations and warranties are made as of the date of such supplement or notice.

SECTION 5. Further Assurances.

(a) **Generally.** Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take any and all further action, that may be necessary or desirable, or that Agent may reasonably request, in order to perfect and protect any security interest or other Lien granted or purported to be granted hereby or under the DIP Order or to enable Agent to exercise and enforce its rights and remedies hereunder or under applicable law with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) notify Agent in writing of receipt by such Grantor of any interest in Chattel Paper and at the request of Agent, mark conspicuously each item of Chattel Paper and each of its records pertaining to the Collateral, with a legend, in form and substance satisfactory to Agent, indicating that such Collateral is subject to the security interest granted hereby, (ii) deliver to Agent all promissory notes and other Instruments (other than, unless requested by the Agent as provided below, promissory notes and other Instruments individually in a principal amount less than \$10,000 and in an aggregate principal amount not in excess of \$250,000 from time to time), and, at the request of Agent, all other promissory notes and instruments and original counterparts of Chattel Paper, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Agent, (iii) (A) execute (if necessary) and file such financing statements and other filings or continuation statements, or amendments thereto, (B) subject to the terms and conditions set forth in the Credit Agreement, execute and deliver, and cause to be executed and delivered, agreements establishing that Agent has control of Deposit Accounts (other than Excluded Accounts) to the extent necessary or desirable for perfection, and Investment Property of such Grantor, (C) deliver such documents, instruments, notices, records and consents, and take such other actions, necessary to establish that Agent has control over electronic Chattel Paper (other than electronic Chattel Paper the aggregate value or face amount of which does not at any one time exceed \$250,000) and Letter-of-Credit Rights (to the extent the Grantors (or any of them) are or become beneficiary of letters of credit, other than letters of credit having a face amount or value of no more than \$250,000 in the aggregate) of such Grantor, (D) promptly notify Agent (and in any event within five (5) Business Days) of any Account or Chattel Paper arising out of a contract or contracts with the United States of America, Canada or any department, agency, or instrumentality thereof (other than Accounts and Chattel Paper (x) the aggregate value of which does not at any one time exceed \$500,000 or (y) which are based upon

purchase orders which are fully satisfied within sixty (60) days of acceptance of the same by any Grantor) and, subject to Section 31, promptly (and in any event within five (5) Business Days) after request by Agent, execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Secured Parties, and shall provide written notice thereof under the Federal Assignment of Claims Act of 1940 or other applicable law, and (E) deliver such other instruments or notices, in each case, as may be necessary or desirable, or as Agent may reasonably request, in order to perfect and preserve the security interests or other Liens granted or purported to be granted hereby and under the DIP Order, (iv) furnish to Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request, all in reasonable detail, (v) subject to the limitations set forth in the Credit Agreement, at any reasonable time upon request by Agent, exhibit the Collateral to and allow inspection, examination and audit of the Collateral by Agent, or persons designated by Agent, (vi) at Agent's request and upon reasonable prior notice, appear in and defend any action or proceeding that may affect such Grantor's title to or Agent's security interest in or other Liens on all or any part of the Collateral, and (vii) use commercially reasonable efforts to obtain any necessary consents of third parties to the creation and perfection of a security interest or other Lien in favor of Agent with respect to any Collateral. Each Grantor hereby authorizes Agent to file one or more financing statements or similar documents or continuation statements, and amendments thereto, relative to all or any part of the Collateral (including any financing statement indicating that it covers "all assets", "all present and after-acquired personal property" or "all personal property" of such Grantor) without the signature of any Grantor. Each Grantor hereby waives, to the greatest extent permitted under applicable law, notice or receipt of copies of any such statements or amendments or any verification statements in respect thereof.

(b) **Securities Collateral.** Without limiting the generality of the foregoing Section 5(a), each Grantor agrees that (i) all certificates or Instruments representing or evidencing the Securities Collateral shall be delivered to and held by or on behalf of Agent pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by such Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignments in blank, all in form and substance reasonably satisfactory to Agent and (ii) it will, upon obtaining any additional Equity Interests or Debt, promptly (and in any event within three (3) Business Days for any such Equity Interests and within five (5) days for any such Debt) deliver to Agent a Pledge Supplement, duly executed by such Grantor, in respect of such additional Pledged Equity or Pledged Debt; provided, that the failure of any Grantor to execute a Pledge Supplement with respect to any additional Pledged Equity or Pledged Debt shall not impair the security interest of Agent therein or otherwise adversely affect the rights and remedies of Agent hereunder and under the DIP Order with respect thereto. Upon each such acquisition, the representations and warranties contained in Section 4(f) hereof shall be deemed to have been made by such Grantor as to such Pledged Equity or Pledged Debt, whether or not such Pledge Supplement is delivered.

(c) **Intellectual Property Collateral.** Within thirty (30) days after the end of each calendar month, each Grantor shall notify Agent in writing of any rights to Intellectual Property Collateral acquired or created (and any additions of new tradenames or changes to existing tradenames) by such Grantor after the date hereof during such month and shall execute

and deliver to Agent an IP Supplement, and a Grant for recordation in the applicable IP Filing Office with respect to each Trademark Registration, Patent or Copyright Registration (or application with respect thereto) filed during such month; provided, the failure of any Grantor to execute and deliver an IP Supplement or such Grant for recordation with respect to any additional Intellectual Property Collateral shall not impair the security interest of Agent therein or otherwise adversely affect the rights and remedies of Agent hereunder or under the DIP Order with respect thereto. Upon delivery to Agent of an IP Supplement, Schedules 8, 9 and 10 annexed hereto and Schedule A to each Grant, as applicable, shall be deemed modified to include a reference to any right, title or interest in any existing Intellectual Property Collateral or any such Intellectual Property Collateral set forth on Schedule A to such IP Supplement (and the representations and warranties contained in Section 4(g) hereof shall be deemed to have been made by such Grantor as of the end of such calendar month with respect to which such IP Supplement is delivered).

(d) **Commercial Tort Claims.** Grantors have no Commercial Tort Claims as of the date hereof, except as set forth on Schedule 1 annexed hereto. In the event that a Grantor shall at any time after the date hereof have any Commercial Tort Claims (other than Commercial Tort Claims the amount of which does not exceed \$250,000 in the aggregate), such Grantor shall promptly (but in any event within five (5) Business Days) notify Agent thereof in writing, which notice shall (i) set forth in reasonable detail the basis for and nature of such Commercial Tort Claim, (ii) constitute an amendment to this Agreement by which such Commercial Tort Claim shall constitute part of the Collateral and (iii) constitute authorization to file any additional financing statements describing such Commercial Tort Claim to give Agent a perfected security interest in such Commercial Tort Claim.

SECTION 6. Certain Covenants of Grantors.

Each Grantor shall:

(a) not use any Collateral, or permit any Collateral to be used, unlawfully or in violation of any provision of this Agreement, the DIP Order or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) give Agent at least 30 days' prior written notice of (i) any change in such Grantor's legal name (including adopting a French or combined form of name), identity or corporate structure and (ii) any reincorporation, reorganization or other action that results in a change of the jurisdiction of organization of such Grantor;

(c) if Agent gives value to enable such Grantor to acquire rights in or the use of any Collateral, use such value for such purposes and in accordance with the DIP Order;

(d) keep correct and accurate Records of Collateral at the locations described in Schedule 3 annexed hereto;

(e) subject to the limitations set forth in the Credit Agreement, permit representatives of Agent at any time during normal business hours to inspect and make abstracts from such Records, and each Grantor agrees to render to Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto;

(f) not permit any item of Collateral to become a fixture to real estate or an accession to other personal collateral property unless such real estate or other property is also Collateral hereunder or under another Security Document; and

(g) at Agent's request, provide Agent with schedules describing all accounts, including customer's addresses, created or acquired by a Grantor and at Agent's request shall execute and deliver written assignments of contracts and other documents evidencing such accounts to Agent. Together with each schedule, Grantors shall, if requested by Agent, furnish Agent with copies of each Grantor's sales, journals, invoices, customer purchase orders or the equivalent, and original shipping or delivery receipts for all good sold, and each Grantor warrants the genuineness thereof.

SECTION 7. Special Covenants With Respect to Equipment and Inventory.

Each Grantor shall:

(a) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and during the continuation of an Event of Default at the request of Agent, instruct such agent or processor to hold all such Inventory for the account of Agent and subject to the instructions of Agent;

(b) if any Inventory is, or becomes, subject to consignment, bill and hold, sale or return, sale on approval, or other conditional terms of sale, promptly file UCC financing statements listing the Grantor owning such Inventory as the "Secured Party" and the consignee of such Inventory as the "Debtor" and properly identifying the Inventory subject to such consignment; provided that the foregoing obligation shall not apply to consignment or similar transactions if the Inventory related thereto is less than \$10,000 in value in the aggregate;

(c) subject to Article V of the Credit Agreement, cause each mortgagee of real property owned by a Grantor and each landlord of real property leased by a Grantor to execute and deliver instruments satisfactory in form and substance to Agent by which such mortgagee or landlord subordinates its rights, if any, in the Collateral and cause to be delivered by each such landlord collateral access agreements in form and substance satisfactory to Agent relating to all Collateral located from time to time on all such leased premises;

(d) promptly upon the issuance and delivery to such Grantor of any negotiable Document (other than checks that are promptly deposited into a deposit account subject to a perfected Lien in favor of the Agent securing the Secured Obligations) evidencing a payment obligation in excess of \$10,000 or, with respect to any other negotiable Document, promptly upon Agent's request, deliver such Document to Agent; and

(e) with respect to Equipment owned at any time by such Grantor that is covered by a certificate of title (other than such Equipment having an aggregate value, for all Grantors, of no more than \$200,000), promptly file with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction an application requesting the notation of the security interest created hereunder on such certificate of title.

SECTION 8. Special Covenants with respect to Accounts and Assigned Agreements.

(a) Each Grantor shall, for not less than three years from the date on which each Account of such Grantor arose, maintain (i) complete Records of such Account, including records of all payments received, credits granted and merchandise returned, and (ii) all documentation relating thereto.

(b) Except as otherwise provided in this subsection (b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor under the Accounts in accordance with the customary payment terms with respect to such Accounts. In connection with such collections, each Grantor may take (and, upon the occurrence and during the continuance of an Event of Default at Agent's direction, shall take) such action as such Grantor or, following an Event of Default, Agent may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts in accordance with the customary payment terms with respect to such Accounts; provided, however, that Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default, to (i) notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Agent, (ii) notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Agent, (iii) enforce collection of any such Accounts at the expense of Grantors, and (iv) adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. All amounts and proceeds (including checks and Instruments) received by each Grantor in respect of amounts due to such Grantor in respect of the Accounts or any portion thereof (but in the case of cash, only to the extent received after the occurrence and during the continuance of an Event of Default) shall be received in trust for the benefit of Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Agent in the same form as so received (with any necessary endorsement) and, to the extent applicable, in accordance with any applicable terms of the Credit Agreement and the DIP Order. Grantors shall not at any time after the occurrence and during the continuance of an Event of Default, without the written consent of Agent, adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

(c) Each Grantor shall at its expense:

(i) if consistent with sound business practices, perform and observe all terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, and take all such action to such end as may be from time to time reasonably requested by Agent; and

(ii) upon request of Agent, (A) furnish to Agent, promptly upon receipt thereof, copies of all notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements and from time to time such information

and reports regarding the Assigned Agreements as Agent may reasonably request and (B) make to the parties to such Assigned Agreements such demands and requests for information and reports or for action as such Grantor is entitled to make under the Assigned Agreements.

(d) Upon the occurrence and during the continuance of an Event of Default, no Grantor shall (i) cancel or terminate any of the Assigned Agreements or consent to or accept any cancellation or termination thereof; (ii) amend or otherwise modify the Assigned Agreements or give any consent, waiver or approval thereunder; (iii) waive any default under or breach of the Assigned Agreements; (iv) consent to or permit or accept any prepayment of amounts to become due under or in connection with the Assigned Agreements, except as expressly provided therein; or (v) take any other action in connection with the Assigned Agreements that could reasonably be expected to materially impair the value of the interest or rights of such Grantor thereunder or that could reasonably be expected to materially impair the interest or rights of Agent.

SECTION 9. Special Covenants With Respect to the Securities Collateral: IRREVOCABLE PROXY.

(a) **Form of Securities Collateral.** Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Securities Collateral for certificates or instruments of smaller or larger denominations. As of the Closing Date, each limited liability company agreement governing the Pledged Equity shall expressly provide that such Pledged Equity is a security governed by Article 8 of the UCC (and, in the case of any Grantor that is organized under the laws of Canada or a province or territory thereof, such Grantor represents and warrants that all interests in partnerships or limited liability companies are a “security” for the purposes of the STA (if applicable)).

(b) **Covenants.** Each Grantor shall, subject to the terms of the Credit Agreement, (i) not permit any issuer of Pledged Subsidiary Equity to merge or consolidate unless all the outstanding Equity Interests of the surviving or resulting Person are, upon such merger or consolidation, pledged and become Collateral hereunder and no cash, securities or other property is distributed in respect of the outstanding Equity Interests of any other constituent corporation; (ii) cause each issuer of Pledged Subsidiary Equity not to issue Equity Interests in addition to or in substitution for the Pledged Subsidiary Equity issued by such issuer, except to such Grantor; (iii) promptly upon its acquisition (directly or indirectly) of any Equity Interests, including additional Equity Interests in each issuer of Pledged Equity, comply with Section 5(b); (iv) promptly upon issuance of any and all Instruments or other evidences of additional Debt from time to time owed to such Grantor by any obligor on the Pledged Debt, comply with Section 5; (v) promptly deliver to Agent all written notices received by it with respect to the Securities Collateral; (vi) at its expense (A) perform and comply in all material respects with all terms and provisions of any agreement related to the Securities Collateral required to be performed or complied with by it, (B) maintain all such agreements in full force and effect and (C) enforce all such agreements in accordance with their terms; and (vii) promptly execute and deliver to Agent an agreement providing for control (within the meaning under the UCC) by Agent of all Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of such Grantor.

(c) **Voting and Distributions.** So long as no Event of Default shall have occurred and be continuing (or, in the case of pledged ULC Shares, until the ULC Shares are no longer registered in the name of the applicable Grantor) and except as otherwise specified in the Credit Agreement, (i) each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not prohibited by the terms of this Agreement, the Credit Agreement or the DIP Order; provided, no Grantor shall exercise any such right, or refrain from exercising any such right, if such exercise, or refrain from exercising, any such right would have a material adverse effect on the value of the Securities Collateral or any part thereof; or on the rights and remedies of Agent or the Lenders under the Loan Documents or in respect of the Collateral, and (ii) each Grantor shall be entitled, subject to the Carve-Out and the DIP Order, to receive and retain any and all dividends, other distributions, principal and interest paid in respect of the Securities Collateral.

Upon the occurrence and during the continuation of an Event of Default, (x) upon written notice from Agent to any Grantor, all rights of such Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; (y) all rights, if any, of such Grantor to receive the dividends, other distributions, principal and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Agent who shall thereupon have the sole right to receive and hold as Collateral such dividends, other distributions, principal and interest payments; and (z) all dividends, principal, interest payments and other distributions which are received by such Grantor contrary to the provisions of clause (y) above shall be received in trust for the benefit of Agent, shall be segregated from other funds of such Grantor and shall forthwith be paid over to Agent as Collateral in the same form as so received (with any necessary endorsements); provided, however, that solely in the case of ULC Shares, the applicable Grantor shall have the right to vote such shares and to retain for its own account any dividends or other distributions on such shares (other than to the extent same consists of certificated Pledged Equity which shall be delivered to Agent to be held in accordance with the terms hereof) until such shares are effectively transferred in to the name of a person other than such Grantor).

In order to permit Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder, (I) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Agent all such proxies, dividend payment orders and other instruments as Agent may from time to time reasonably request, which proxies, dividend payment orders and instruments shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Equity on the record books of the issuer thereof) by any other Person (including the issuer of the Pledged Equity or any officer or Agent thereof), upon the occurrence of an Event of Default, and (II) without limiting the effect of clause (I) above, **EACH GRANTOR HEREBY GRANTS TO AGENT AN IRREVOCABLE PROXY AND IRREVOCABLE POWER OF ATTORNEY (WHICH POWER OF ATTORNEY IS COUPLED WITH AN INTEREST)** to vote the Pledged Equity and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Equity would be entitled (including giving or withholding written consents of holders of Equity Interests, calling special meetings of holders of Equity Interests and voting at such meetings),

which proxy and power of attorney shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Equity on the record books of the issuer thereof) by any other Person (including the issuer of the Pledged Equity or any officer or Agent thereof), upon the occurrence of an Event of Default (except with respect to the ULC Shares) and which proxy and power of attorney shall only terminate upon the waiver of such Event of Default as evidenced by a writing executed by Agent and any other Person required by the terms of the Loan Documents, or on the Termination Date.

(d) Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of Agent and each Grantor that neither Agent nor any Secured Party should under any circumstances prior to realization thereon be held to be a “member” or a “shareholder”, as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered and beneficial owner of ULC Shares which are Collateral of such Grantor, such Grantor will remain the sole registered and beneficial owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled, subject to the Carve-Out and the DIP Order, to receive and retain for its own account any dividend on or other distribution, if any, in respect of such ULC Shares (except for any dividend or distribution comprised of any certificates representing the Pledged Interests of such Grantor, which shall be delivered to Agent to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute Agent, any Secured Party, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Agent, any Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof or the Credit Agreement or any other Loan Document would have the effect of constituting Agent or any Secured Party, as applicable, a member or shareholder of any ULC prior to such time, such provision shall be severed herefrom or therefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, the Credit Agreement or the other Loan Documents, each Grantor shall not cause or permit, or enable a Grantor that is a ULC to cause or permit, Agent or any Secured Party to: (a) be registered as a shareholder or member of such Pledged Company; (b) have any notation entered in their favour in the share register of such Grantor; (c) be held out as shareholders or members of such Grantor; (d) receive, directly or indirectly, any dividends, property or other distributions from such Grantor by reason of Agent holding the Security Interests over the ULC Shares; or (e) act as a shareholder or member of such Grantor, or exercise any rights of a shareholder or member including the right to attend a meeting of shareholders or members of such Grantor or to vote its ULC Shares.

SECTION 10. Special Covenants With Respect to the Intellectual Property Collateral.

(a) Each Grantor shall:

(i) not permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property Collateral acquired under such contracts;

(ii) take any and all reasonable steps to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, including, without limitation, where appropriate entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(iii) use proper statutory notice in connection with its use of any of the Intellectual Property Collateral and products and services covered by the Intellectual Property Collateral (in the case of Intellectual Property Collateral that is acquired after the Closing Date, within a commercially reasonable period, but in any event within no more than 45 days after such Intellectual Property Collateral is acquired); and

(iv) use a commercially appropriate standard of quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks.

(b) Except as otherwise provided in this Section 10, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof in accordance with customary applicable payment terms. In connection with such collections, each Grantor may take (and, after the occurrence and during the continuance of any Event of Default at Agent's reasonable direction, shall take) such action as such Grantor or Agent may deem reasonably necessary or advisable to enforce collection of such amounts in accordance with customary applicable payment terms; provided, Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. All amounts and proceeds (including checks and Instruments) received by each Grantor in respect of amounts due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof (but in the case of cash, only to the extent received after the occurrence and during the continuance of an Event of Default) shall be received in trust for the benefit of Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Agent in the same form as so received (with any necessary endorsement), in accordance, where applicable, with the terms of the Credit Agreement and the DIP Order. Grantors shall not at any time after the occurrence and during the

continuance of an Event of Default, without the written consent of Agent, adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(c) Each Grantor shall diligently, through counsel reasonably acceptable to Agent, prosecute, file and/or make, unless and until such Grantor, in its commercially reasonable judgment, decides otherwise, (i) any application for registration relating to any of the Intellectual Property Collateral owned, held or used by such Grantor and set forth on Schedules 8, 9 or 10 annexed hereto, as applicable, that is pending as of the date of this Agreement, (ii) any Copyright Registration on any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration), (iii) any application on any future patentable but unpatented innovation or invention comprising Intellectual Property Collateral (except for inventions of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek a patent), and (iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Intellectual Property Collateral (except for Intellectual Property of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not maintain such proceeding or seek such protection). Any expenses incurred in connection therewith shall be borne solely by Grantors. Subject to the foregoing, each Grantor shall give Agent prior written notice of any abandonment of any Intellectual Property Collateral (except for Intellectual Property of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not maintain such proceeding or seek such protection).

(d) Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are necessary to protect the Intellectual Property Collateral. Each Grantor shall promptly, following its becoming aware thereof, notify Agent of the institution of, or of any adverse determination in, any proceeding (whether in an IP Filing Office or any federal, state, provincial, local or foreign court) or regarding such Grantor's ownership, right to use, or interest in any Intellectual Property Collateral. Each Grantor shall provide to Agent any information with respect thereto reasonably requested by Agent.

(e) In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, effective upon the occurrence and during the continuance of an Event of Default, hereby assigns, transfers and conveys to Agent the nonexclusive right and license to use all Trademarks, Copyrights, Patents or technical processes (including, without limitation, the Intellectual Property Collateral) owned or used by such Grantor that relate to the Collateral, together with any goodwill associated therewith, all to the extent necessary to enable Agent to realize on the Collateral in accordance with this Agreement and to enable any transferee or assignee of the Collateral to enjoy the benefits of the Collateral. This right shall inure to the benefit of all successors, assigns and transferees of Agent and its

successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license shall be granted free of charge, without requirement that any monetary payment whatsoever be made to such Grantor.

SECTION 11. Collateral Account.

[Reserved]

SECTION 12. Agent Appointed Attorney-in-Fact.

Each Grantor hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, which appointment is coupled with an interest, with full authority in the place and stead of such Grantor and in the name of such Grantor, Agent or otherwise, from time to time in Agent's discretion (subject however to compliance with applicable law) to take any action and to execute any instrument that Agent may deem necessary or advisable to accomplish the purposes of this Agreement to the extent any such action is not inconsistent with the DIP Order or the Credit Agreement and without application to or order of the Bankruptcy Court, including, without limitation:

- (a) to obtain and adjust insurance required to be maintained by such Grantor or paid to Agent pursuant to the Credit Agreement;
- (b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) to receive, endorse and collect any drafts or other Instruments, Documents, Chattel Paper and other documents in connection with clauses (a) and (b) above;
- (d) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce or protect the rights of Agent with respect to any of the Collateral;
- (e) to pay or discharge taxes or Liens (other than taxes not required to be discharged pursuant to the Credit Agreement and Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent in its sole discretion, any such payments made by Agent to become obligations of such Grantor to Agent, due and payable immediately without demand;
- (f) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and
- (g) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantors' expense, at

any time or from time to time, all acts and things that Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Without limiting the generality of any other provision of this Agreement, Agent agrees that, except for the powers granted pursuant to clause (e) above, it will not exercise any power or authority granted pursuant to this Section 12 unless an Event of Default has occurred and is continuing.

SECTION 13. Agent May Perform.

If any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the expenses of Agent incurred in connection therewith shall be payable by Grantors under Section 18(b).

SECTION 14. Standard of Care.

The powers conferred on Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

SECTION 15. Remedies.

(a) **Generally.** If any Event of Default shall have occurred and be continuing (subject solely in the case of ULC Shares to Section 9(d)), Agent may, to the extent any such action is not inconsistent with the DIP Order or the Credit Agreement and without application to or order of the Bankruptcy Court, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may (i) require each Grantor to, and each Grantor hereby agrees that it will, at its expense and upon request of Agent forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at a place to be designated by Agent that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Agent deems appropriate, (iv) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of such Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other

terms as Agent may deem commercially reasonable, (vi) exercise dominion and control over and refuse to permit further withdrawals from any Deposit Account maintained with Agent or any Lender and provide instructions directing the disposition of funds in Deposit Accounts not maintained with Agent or any Lender, (vii) provide entitlement orders with respect to security entitlements and other investment property constituting a part of the Collateral and, without notice to any Grantor, transfer to or register in the name of Agent or any of its nominees any or all of the Securities Collateral and (viii) appoint by instrument in writing a receiver, receiver-manager, manager or receiver and manager (each a “Receiver”) for the Collateral of each Grantor and with such rights, powers and authority as may be provided for in such instrument of appointment or any supplemental instrument. To the extent permitted by applicable law and the DIP Order, any Receiver appointed by the Agent shall (for the purposes relating to responsibility for the Receiver’s acts or omissions) be considered to be the agent of such Grantor. The Agent may from time to time fix the Receiver’s remuneration and such Grantor shall pay the amount of such remuneration to the Agent. The Agent shall not be liable to any Grantor or any other person in connection with appointing a Receiver or in connection with the Receiver’s actions or omissions. Agent or any Secured Party may be the purchaser of any or all of the Collateral at any such sale and Agent, as agent for and representative of Secured Parties (but not a Secured Party in its individual capacity unless Requisite Lenders shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, valuation, extension, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days’ notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Notwithstanding the foregoing sentence (but subject to the terms of the DIP Order), if, under mandatory requirements of law, the Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the applicable Grantor as specified in the foregoing sentence, the Agent need give the applicable Grantor only such notice of disposition as shall be reasonably practicable. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Obligations, Grantors shall be jointly and severally liable for the deficiency and the fees of any attorneys employed by Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section 15 will cause irreparable injury to Agent, that Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and each Grantor hereby waives

and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Obligations becoming due and payable prior to their stated maturities. Each Grantor agrees not to assert against Agent or any other Secured Party as a defense (legal or equitable) as a set-off, as a counterclaim or otherwise, any claims any Grantor may have against any seller or lessor that provided personal property or services relating to any part of the Collateral or against any other party liable to any Secured Party for all or any part of the Secured Obligations. Each Grantor waives all exemptions and homestead rights with respect to the Collateral. Each Grantor waives any and all rights to any bond or security which might be required by applicable law prior to the exercise of any Agent's or other Secured Party's remedies against Collateral. All rights of Agent and the other Secured Parties or otherwise arising from the security interests hereunder, and all obligations of the Grantors hereunder or under the other Loan Documents shall be absolute and unconditional, not discharged or impaired irrespective of (and regardless of whether any Grantor receives any notice of): (i) any lack of validity or enforceability of any other Loan Document, (ii) any change in the time, manner or place of payment or performance, or in any term, of all or any of the Secured Obligations or the Loan Documents or any other amendment or waiver or consent to any departure from any Loan Document, and any increase or decrease from time to time in the amount of, and any payment and new incurrence from time to time of, the Secured Obligations or (iii) any exchange, insufficiency, unenforceability, enforcement, release, impairment, or non-perfection of any Collateral, or any release of or modifications to or other insufficiency, unenforceability or enforcement of the obligations of any obligor.

(b) Securities Collateral.

(i) Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Agent may be compelled, with respect to any sale of all or any part of the Securities Collateral conducted without prior registration or qualification of such Securities Collateral under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private placement may be at prices and on terms less favorable than those obtainable through a sale without such restrictions (including an offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances and the registration rights granted to Agent by such Grantor pursuant hereto, each Grantor agrees that any such private placement shall not be deemed, in and of itself, to be commercially unreasonable solely because it is a private placement and that Agent shall have no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Agent determines to exercise its right to sell any or all of the Securities Collateral, upon written request, each Grantor shall and shall cause each issuer of any Securities Collateral to be sold hereunder from time to time to furnish to Agent all such information as Agent may request in order to determine the amount of Securities Collateral which may be sold by Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(ii) If Agent shall determine to exercise its right to sell all or any of the Securities Collateral pursuant to this Section, each Grantor agrees that, upon request of Agent (which request may be made by Agent in its sole discretion) and subject to applicable securities laws, such Grantor will, at its own expense (A) execute and deliver, and cause or, to the extent such issuer is not a Subsidiary of such Grantor, use its best efforts to cause, each issuer of the Securities Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of Agent, advisable to register such Securities Collateral under the provisions of the Securities Act and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto; (B) use its best efforts to qualify the Securities Collateral under all applicable state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of the Securities Collateral, as reasonably requested by Agent; (C) cause each such issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act; (D) do or cause to be done all such other acts and things as may be necessary to make such sale of the Securities Collateral or any part thereof valid and binding and in compliance with applicable law; and (E) bear all costs and expenses, including reasonable attorneys' fees, of carrying out its obligations under this Section. Prior to a realization and re-registration contemplated by Section 9(d), the foregoing provisions shall not apply to ULC Shares.

(iii) Without limiting the generality of the indemnification and expense reimbursement provisions of the Credit Agreement, in the event of any registered offering described herein, each Grantor agrees to indemnify and hold harmless Agent, and each Secured Party and each of their respective directors, officers, employees and agents from and against any loss, fee, cost, expense, damage, liability or claim, joint or several, to which any such Persons may become subject or for which any of them may be liable, under the Securities Act or otherwise, insofar as such losses, fees, costs, expenses, damages, liabilities or claims (or any litigation commenced or threatened in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, registration statement, prospectus or other such document published or filed in connection with such registered offering, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Agent and such other Persons for any legal or other expenses reasonably incurred by Agent and such other Persons in connection with any litigation, of any nature whatsoever, commenced or threatened in respect thereof (including any and all fees, costs and expenses whatsoever reasonably incurred by Agent and such other Persons and counsel for Agent and other

such Persons in investigating, preparing for, defending against or providing evidence, producing documents or taking any other action in respect of, any such commenced or threatened litigation or any claims asserted). This indemnity shall be in addition to any liability which any Grantor may otherwise have and shall extend upon the same terms and conditions to each Person, if any, that controls Agent or such Persons within the meaning of the Securities Act.

(c) Collateral Account.

[Reserved]

SECTION 16. Additional Remedies for Intellectual Property Collateral.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Agent or otherwise, to enforce any Intellectual Property Collateral, in which event each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Agent as provided in the indemnification and expense reimbursement provisions of the Credit Agreement and Section 18 hereof, as applicable, in connection with the exercise of its rights under this Section 16, and, to the extent that Agent shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others, subject to the exercise of commercially reasonable judgment in whether and how to maintain any action, suit or proceeding against any Person so infringing reasonably necessary to prevent such infringement; (ii) upon written demand from Agent, each Grantor shall execute and deliver to Agent an assignment or assignments of the Intellectual Property Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Agent (or any Secured Party) receives cash proceeds or other value in respect of the sale of, or other realization upon, the Intellectual Property Collateral.

(b) If (i) an Event of Default shall have occurred and, by reason of waiver, modification, amendment or otherwise, shall no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Agent of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made, and (iv) the Secured Obligations shall not have become immediately due and payable, then upon the written request of any Grantor, Agent shall promptly execute and deliver to such Grantor such assignments as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Agent as aforesaid, subject to any disposition thereof that may have been made by Agent; provided, after giving effect to such reassignment, Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Agent and Permitted Liens.

SECTION 17. Application of Proceeds.

Upon the occurrence and during the continuation of an Event of Default, if so determined by Agent, in its sole discretion, or upon any Application Event or acceleration of the Obligations pursuant to Article VII of the Credit Agreement, Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral (as determined by Agent in its sole discretion) and the proceeds of any insurance policy in respect of any Collateral in the order of application set forth in Article II of the Credit Agreement.

SECTION 18. Indemnity and Expenses.

(a) Grantors jointly and severally agree to indemnify Agent and each Secured Party and their respective Affiliates, directors, officers, employees, counsel, trustees, advisors, agents and attorneys-in-fact in accordance with Section 10.5 of the Credit Agreement.

(b) Grantors jointly and severally agree to pay to Agent and each Secured Party upon demand the amount of any and all costs and expenses in accordance with Section 10.4 and Section 10.5 of the Credit Agreement.

(c) The obligations of Grantors in this Section 18 shall survive the termination of this Agreement and the discharge of Grantors' other obligations, including the obligations under this Agreement, the Credit Agreement and the other Loan Documents.

SECTION 19. Continuing Security Interest; Transfer of Loans; Termination and Release.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Termination Date, (ii) be binding upon Grantors and their respective successors and assigns, and (iii) inure, together with the rights and remedies of Agent hereunder, to the benefit of Agent and its successors, transferees and assigns.

(b) On the Termination Date, the security interest granted hereby shall terminate and all rights to the Collateral not theretofore sold or otherwise disposed of pursuant to the exercise of rights and remedies of the Agent hereunder or as otherwise contemplated hereby shall revert to the applicable Grantors. Upon any such termination Agent will, at Grantors' expense, execute and deliver to or at the direction of Grantors such documents as Grantors shall reasonably request to evidence such termination. In addition, upon the proposed sale or other disposition of any Collateral by Grantor in accordance with the Credit Agreement and the DIP Order for which such Grantor desires a security interest release from Agent, such a release may be obtained pursuant to the provisions of the Credit Agreement.

SECTION 20. Bayside as Agent.

(a) Bayside has been appointed to act as Agent hereunder by Lenders. Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement.

(b) Until the payment in full of all Obligations under the Loan Documents and the termination of the Term Loan Commitments, Agent shall at all times be the same Person that is Collateral Agent under the Credit Agreement. Notice of resignation by Collateral Agent pursuant to the Credit Agreement shall also constitute notice of resignation as Agent under this Agreement; and appointment of a successor Collateral Agent pursuant to the Credit Agreement shall also constitute appointment of a successor Agent under this Agreement. Upon the acceptance of any appointment as Collateral Agent under the Credit Agreement by a successor Collateral Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement, and the retiring Agent under this Agreement shall promptly (i) transfer to such successor Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under this Agreement, and (ii) execute (if necessary) and deliver to such successor Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the security interests created hereunder, whereupon such retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Agent hereunder.

SECTION 21. Additional Grantors.

From time to time subsequent to the date hereof, additional Persons may become Additional Grantors, by executing a Supplement. Upon delivery of any such Supplement to Agent, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Agent not to cause any Person to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder from time to time.

SECTION 22. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Agent and, in the case of any such amendment or modification, by Grantors; provided that notwithstanding the foregoing, this Agreement may be modified by the execution of a Supplement by an Additional Grantor in accordance with Section 21 hereof without signature or any other act by any other Grantor and Grantors hereby waive any requirement of notice of or consent to any such Supplement. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 23. Notices.

Any notice or other communication herein required or permitted to be given shall be given as provided in Section 10.3 of the Credit Agreement.

SECTION 24. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 25. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 26. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 27. Governing Law; Rules of Construction

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except (i) to the extent the law of any other jurisdiction applies as to the perfection or enforcement of the any security interest in any Collateral (if and to the extent collateral security is granted with respect to the Obligations) and (ii) to the extent applicable, the Bankruptcy Code.

(b) Agent and each Grantor hereby irrevocably submits to the exclusive jurisdiction and venue of the Bankruptcy Court and any state or federal court of the United States sitting in the State of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents, and Agent and each Grantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Agent and each Grantor hereby irrevocably waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Grantor agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 27(b) shall affect the right of Agent to serve legal process in any other manner permitted by law or affect the right of Agent to bring any action or proceeding against any Grantor or the property of any Grantor (including the Collateral) in the courts of other jurisdictions.

(c) The rules of construction set forth in Section 1.1 of the Credit Agreement shall be applicable to this Agreement mutatis mutandis.

SECTION 28. Waiver of Jury Trial.

AGENT AND EACH GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

SECTION 29. Counterparts; Execution.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page by facsimile, PDF or other electronic format shall be as effective as delivery of a manually executed original signature page, and each party hereto delivering an executed signature page hereto in electronic format agrees to deliver to each other party hereto, on request, a manually executed signature page, but the failure to deliver such manually executed signature page shall not affect the validity, effectiveness or enforceability of the signature page delivered electronically, which shall be effective for all purposes.

SECTION 30. WAIVER OF CLAIMS.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE GRANTORS HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW AND THE DIP ORDER, AS APPLICABLE:

(a) EXCEPT AS OTHERWISE PROVIDED IN THE DIP ORDER, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE AGENT'S TAKING POSSESSION OR THE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH THE BORROWERS OR ANY GUARANTOR WOULD OTHERWISE HAVE UNDER ANY REQUIREMENT OF LAW;

(b) ALL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION EXCEPT ANY DAMAGES WHICH ARE THE DIRECT RESULT OF THE AGENT'S OR ANY LENDER'S BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;

(c) ALL OTHER REQUIREMENTS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE AGENT'S RIGHTS HEREUNDER; AND

(d) ALL RIGHTS OF REDEMPTION, APPRAISEMENT, STAY, EXTENSION OR MORATORIUM NOW OR HEREAFTER IN FORCE UNDER ANY APPLICABLE LAW IN ORDER TO PREVENT OR DELAY THE ENFORCEMENT OF THIS AGREEMENT OR THE ABSOLUTE SALE OF THE COLLATERAL OR ANY PORTION THEREOF, AND EACH GRANTOR, FOR ITSELF AND ALL WHO MAY CLAIM UNDER IT, INsofar AS IT OR THEY NOW OR HEREAFTER LAWFULLY MAY, HEREBY WAIVES THE BENEFIT OF ALL SUCH LAWS.

SECTION 31. Payment of Obligations.

Except in accordance with the Bankruptcy Code or by an applicable order of the Bankruptcy Court, each Grantor will pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, (i) all its post-petition material taxes and other material obligations of whatever nature that constitute administrative expenses under Section 503(b) of the Bankruptcy Code in the Chapter 11 Cases, except, so long as no material property (other than money for such obligation and the interest or penalty accruing thereon) of any Grantor is in danger of being lost or forfeited as a result thereof, no such obligation need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings and any required reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Grantor and (ii) all material obligations arising from contractual obligations entered into after the Petition Date or from contractual obligations entered into prior to the Petition Date and assumed and which are permitted to be paid post-petition by order of the Bankruptcy Court that has been entered with the consent of (or non-objection by) the Agent.

SECTION 32. Remedies Cumulative.

Each and every right, power and remedy hereby specifically given to the Agent and the Lenders shall be in addition to every other right, power and remedy specifically given under this Agreement, the DIP Order or the other Loan Documents or now or hereafter existing at law or in equity, or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Agent or any Lender. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise of any other or others. No delay or omission of the Agent or any Lender in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or an acquiescence therein. In the event that the Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

SECTION 33. Discontinuance of Proceedings.

In case the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined

adversely to the Agent, then and in every such case, but subject to such determination, the Borrowers, the other Grantors, the Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the Liens granted under this Agreement and the DIP Order, as applicable, and all rights, remedies and powers of the Agent and the Lenders shall continue as if no such proceeding had been instituted.

SECTION 34. Inconsistency.

In the event of any inconsistency between the provisions of this Agreement or any other Loan Document and the DIP Order, the provisions of the DIP Order shall govern.

SECTION 35. Definitions.

(a) Each capitalized term utilized in this Agreement that is not defined herein shall (i) have the meaning given to such term in the Credit Agreement or (ii) if such term is not defined in the Credit Agreement, shall have the meaning set forth in Articles 1, 8 or 9 of the UCC.

(b) In addition, the following terms used in this Agreement shall have the following meanings:

“Additional Grantor” means a Person that becomes a party hereto after the date hereof as an additional Grantor by executing a Supplement.

“Assigned Agreements” means, with respect to any Grantor, the agreements set forth on Schedule 15 annexed hereto, as each such agreement may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, (a) all rights of such Grantor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (b) all rights of such Grantor to receive proceeds of any Supporting Obligations with respect to the Assigned Agreements, (c) all claims of such Grantor for damages arising out of any breach of or default under the Assigned Agreements, and (d) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder.

“Collateral” has the meaning set forth in Section 1 hereof.

“CFC” means a controlled foreign corporation (as that term is defined in the IR Code).

“Copyright Registrations” means all copyright registrations issued to any Grantor and applications for copyright registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations set forth on Schedule 10 annexed hereto, as the same may be amended pursuant hereto from time to time).

“Copyright Rights” means all common law and other rights in and to the Copyrights in the United States and any state thereof and in foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing

arrangements), the right (but not the obligation) to renew and extend Copyright Registrations and any such rights and to register works protectable by copyright and the right (but not the obligation) to sue in the name of any Grantor or in the name of Agent or any other Secured Party for past, present and future infringements of the Copyrights and any such rights.

“Copyrights” means all items under copyright in various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software layouts, trade dress, drawings, designs, writings, and formulas (including, without limitation, the works set forth on Schedule 10 annexed hereto, as the same may be amended pursuant hereto from time to time).

“Credit Agreement” has the meaning set forth in the Preliminary Statements of this Agreement.

“Default” means any Default as defined in the Credit Agreement.

“Event of Default” means any Event of Default as defined in the Credit Agreement.

“Excluded Accounts” means Deposit Accounts (i) containing solely Excluded Amounts or (ii) specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor’s or its Subsidiaries’ employees.

“Excluded Amounts” means (i) an aggregate amount of not more than \$100,000 at any one time, credited to the Grantors and their Subsidiaries (other than those Subsidiaries that are CFCs), (ii) an aggregate amount of not more than \$100,000 (calculated at current exchange rates) at any one time, credited to Subsidiaries of Grantors that are CFCs and (iii) any Permitted LC Collateral.

“General Intangibles” means General Intangibles (as that term is defined in the UCC) and Intangibles (as that term is defined in the PPSA).

“Grant” means a Grant of Trademark Security Interest, substantially in the form of Exhibit I annexed hereto, and a Grant of Patent Security Interest, substantially in the form of Exhibit II annexed hereto, and a Grant of Copyright Security Interest, substantially in the form of Exhibit III annexed hereto.

“Intellectual Property Collateral” means, with respect to any Grantor all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all:

(a) Copyrights, Copyright Registrations and Copyright Rights, including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights, all derivative works and other works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Grantor), authored (as a work for hire for the benefit of such Grantor), or acquired by such Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world;

(b) Patents;

(c) Trademarks, Trademark Registrations, the Trademark Rights and goodwill of such Grantor's business symbolized by the Trademarks and associated therewith;

(d) all trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas, and all other proprietary information; and

(e) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

"IP Filing Office" means the United States Patent and Trademark Office, the United States Copyright Office or any successor or substitute office in which filings are necessary or, in the opinion of Agent, desirable in order to create or perfect Liens on, or evidence the interest of Agent and Secured Parties in, any Intellectual Property Collateral.

"IP Supplement" means an IP Supplement, substantially in the form of Exhibit V annexed hereto.

"Patents" means all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by a Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule 9 annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

"Pledged Debt" means the Debt from time to time owed to a Grantor, including the Debt set forth on Schedule 7 annexed hereto and issued by the obligors named therein, the agreements, Instruments and certificates evidencing such Debt or any guarantee, security or other credit support or Supporting Obligations therefor, and all interest, fees, cash or other property received, receivable or otherwise distributed in respect thereof or in exchange therefor.

"Pledged Equity" means all Equity Interests now or hereafter owned by a Grantor, including all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of the foregoing, including those owned on the date hereof and set forth on Schedule 6 annexed hereto, the certificates or other instruments representing any of the foregoing and any interest of such Grantor in the entries on the books of any securities intermediary pertaining thereto and all distributions, dividends and other property received, receivable or otherwise distributed in respect thereof or in exchange therefor.

"Pledged Subsidiary Debt" means Pledged Debt owed to a Grantor by any obligor that is, or becomes, a direct or indirect Subsidiary of such Grantor, of which such Grantor is a direct or indirect Subsidiary or that controls, is controlled by or under common control with such Grantor.

“Pledged Subsidiary Equity” means Pledged Equity in a Person that is, or becomes, a direct Subsidiary of a Grantor.

“Pledge Supplement” means a Pledge Supplement, in substantially the form of Exhibit IV annexed hereto, in respect of the additional Pledged Equity or Pledged Debt pledged pursuant to this Agreement.

“PPSA” means the Personal Property Security Act (Nova Scotia) as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time.

“Secured Obligations” has the meaning set forth in Section 2 hereof.

“Secured Parties” means the Lenders, the Administrative Agent, the Collateral Agent, each other Indemnitee and any other holder of any Obligation of any Obligor.

“Securities Act” means the Security Act of 1933, as amended from time to time, and any successor statute.

“Securities Collateral” means, with respect to any Grantor, the Pledged Equity, the Pledged Debt and any other Equity Interests and other Investment Property in which such Grantor has an interest.

“STA” means the Securities Transfer Act (Nova Scotia) as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time.

“Supplement” means a supplement to this Agreement entered into by a Subsidiary of Company or another Person pursuant to Section 21 hereof and in the form attached as Exhibit VI.

“Termination Date” means the date on which (a) the Loans have been indefeasibly repaid in full, (b) all other Secured Obligations (other than Unasserted Obligations) under this Agreement and the other Loan Documents have been completely discharged and (c) the Term Loan Commitments shall have been terminated.

“Trademark Registrations” means all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 8 annexed hereto).

“Trademark Rights” means all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries.

“Trademarks” means all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule 8 annexed hereto).

“UCC” has the meaning set forth in Section 1 hereof.

“ULC” means a Pledged Company that is an unlimited company, unlimited liability company or unlimited liability corporation under any ULC Laws.

“ULC Laws” means the *Companies Act* (Nova Scotia), the Business Corporations Act (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs.

“ULC Shares” means shares, partnership interests or other Equity Interests in the capital stock of a ULC.

SECTION 36. Intercreditor Agreement.

The security interest granted pursuant to this Agreement, and the exercise of remedies, priority of Liens, and application of proceeds, in respect of the ABL DIP Credit Priority Collateral, are subject to the provisions of the Intercreditor Agreement, and any provision of this Agreement requiring delivery of Collateral, or proceeds of Collateral, that is ABL DIP Credit Priority Collateral, to the Agent, or requiring the execution and delivery of instruments or taking of other steps to assign moneys due or to become due under contracts constituting ABL DIP Credit Priority Collateral to Agent, for the benefit of the Secured Parties, in accordance with the Federal Assignment of Claims Act of 1940 or other similar applicable law, shall, for so long as the Intercreditor Agreement is in effect, be deemed to require delivery thereof to the ABL Credit Agent consistent with the Intercreditor Agreement.

SECTION 37. Canadian Interpretation.

Where the context so requires (i) all terms defined in this Agreement by reference to the “UCC” or the “Uniform Commercial Code” shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the PPSA, the STA, the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada)), in all cases for the extension, preservation or betterment of the security and rights of Agent, (ii) all references in this Agreement to “Article 8 of the Code” or “Article 8 of the Uniform Commercial Code” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the STA), (iii) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable Canadian personal property security laws, (iv) all references to federal or state securities law of the United States shall be deemed to refer also to analogous federal and provincial securities laws in Canada; (v) all references to the United States of America, or to any subdivision, department or agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof; (vi) all reference in the Agreement to the United States Copyright Office or the United States Patent and Trademark Office shall be deemed to refer also to the Canadian Intellectual Property Office; and (vii) all references to “Insolvency Proceeding” shall be deemed to refer also to any insolvency proceeding occurring in Canada or under Canadian law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantors and Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS:

**SCHOOL SPECIALTY, INC.
CLASSROOMDIRECT.COM, LLC
DELTA EDUCATION, LLC
SPORTIME, LLC
SELECT AGENDAS, CORP.
CHILDCRAFT EDUCATION CORP.
BIRD-IN-HAND WOODWORKS, INC.
CALIFONE INTERNATIONAL, INC.
PREMIER AGENDAS, INC.
FREY SCIENTIFIC, INC.
SAX ARTS & CRAFTS, INC.**

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

Signature Page to Security and Pledge Agreement

AGENT:

BAYSIDE FINANCE, LLC,
as Agent

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

Signature Page to Security and Pledge Agreement

Schedule 1 Commercial Tort Claims

School Specialty, Inc. ("SSI") v. RR Donnelley & Sons Company ("RRD"), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. The claim for direct damages in this matter is approximately \$1 million. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000.

Schedule 2 Filing Offices

Secretary of State of Delaware – ClassroomDirect.com, LLC, Delta Education, LLC, Sportime, LLC, Califone International, Inc., Frey Scientific, Inc., Sax Arts & Crafts, Inc.

Secretary of State of Washington – Premier Agendas, Inc.

Secretary of State of New York – Childcraft Education Corp.

Secretary of State of New Jersey – Bird-In-Hand Woodworks, Inc.

Department of Financial Institutions of Wisconsin – School Specialty, Inc.

Nova Scotia Personal Property Registry - Select Agendas, Ltd.

Schedule 3 Office Locations, Type and Jurisdiction of Organization and Organizational Identification Numbers

<u>Entity</u>	<u>Tax ID</u>	<u>State of Domicile</u>	<u>Address*</u>	<u>Type</u>
School Specialty, Inc.	39-0971239	Wisconsin	W6316 Design Drive Greenville, WI 54942	Corporation
ClassroomDirect.com, LLC	47-0892425	Delaware	W6316 Design Drive Greenville, WI 54942	LLC
Childcraft Education Corp.	13-5619818	New York	W6316 Design Drive Greenville, WI 54942	Corporation
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	3031 Industry Drive Lancaster, PA 17603	Corporation
Frey Scientific, Inc.	39-1953771	Delaware	W6316 Design Drive Greenville, WI 54942	Corporation
Sportime, LLC	22-3476939	Delaware	W6316 Design Drive Greenville, WI 54942	LLC
Sax Arts & Crafts, Inc.	39-1956436	Delaware	W6316 Design Drive Greenville, WI 54942	Corporation
Premier Agendas, Inc.	33-0481380	Washington	2000 Kentucky Street Bellingham, WA 98229	Corporation
Select Agendas, Corp	HFX9927	Canada	Unlimited Liability Company 3800 Chemin de la Cote-de-Liesse St-Laurent, QC H4T 2A7	
Califone International, Inc.	56-2003579	Delaware	1145 Arroyo Avenue San Fernando, CA 91340	Corporation
Delta Education, LLC	52-2328764	Delaware	80 Northwest Blvd Nashua, NH 03063	LLC

* Address is the principal place of business, chief executive office and location of books and records

Schedule 4 Locations of Inventory and Equipment

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
1156 Four Star Drive, Mount Joy, PA 17552
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 - 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
109 W. Commercial St., East Rochester, NY 14445 (no inventory at this location)
438 Camino Del Rio South, San Diego, CA 92108
3175 Northwoods Parkway, Norcross, GA 30071 (no inventory at this location)

Bailee Locations

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206

Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096
RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.
Taylor, TX 76574
Property Owner:
Taylor CPB Property LLC
3500 W 75th St, Suite 200
Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC
481 Great Plain Ave.
Needham, MA 02492-3728
Print Partner locations
Premier Print Partner Plants
CDS

2661 S. Pacific Hwy.
Medford, OR 97501
And

Dock #3
2603 S. Pacific Hwy
Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule 4A Locations of Assets; Operation of Business

Domestic and Foreign Entity Filings Jurisdictions:

School Specialty, Inc.

Alabama	Mississippi
Arizona	Missouri
Arkansas	Montana
California	Nebraska
Connecticut	Nevada
District of Columbia	New Hampshire
Florida	New Jersey
Georgia	New Mexico
Hawaii	New York
Idaho	North Carolina
Illinois	North Dakota
Indiana	Ohio
Iowa	Oklahoma
Kansas	Oregon
Kentucky	Pennsylvania
Louisiana	South Carolina
Maryland	Tennessee
Massachusetts	Texas
Michigan	Virginia
Minnesota	Washington
West Virginia	Wisconsin

Premier Agendas, Inc.

Alabama
Alaska
Arizona
California
Colorado
Connecticut
Hawaii
Idaho
Illinois
Indiana
Iowa
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska

Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Delta Education, LLC

Delaware
Alabama
California
Illinois
Indiana
Louisiana
Massachusetts
New Hampshire
New York
Texas

Sportime, LLC

Delaware
California
Colorado
Georgia
Mississippi
New York

Childcraft Education Corp.

Arizona
California
Connecticut
Florida
Massachusetts
New York
Pennsylvania
Tennessee
Wyoming

Sax Arts & Crafts, Inc.

Delaware

Frey Scientific, Inc.

Delaware

ClassroomDirect.com, LLC

Delaware
Alabama
Indiana

Califone International, Inc.

Delaware
California

Bird-in-Hand Woodworks, Inc.

New Jersey

Pennsylvania

Filing Jurisdictions:

Select Agendas, Corp.

Nova Scotia

Schedule 5 Other Names

None

Schedule 6 - Pledged Equity

<u>Entity</u>	<u>Tax ID</u>	<u>Domicile</u>	<u>Authorized</u>	<u>Pledged</u>
ClassroomDirect.com, LLC	47-0892425	Delaware	N/A	1 member share
Childcraft Education Corp.	13-5619818	New York	3,000,000	1,000
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	2,500	5
Frey Scientific, Inc.	39-1953771	Delaware	3,000	100
Sportime, LLC	22-3476939	Delaware	N/A	100
Sax Arts & Crafts, Inc.	39-1956436	Delaware	100	100
Premier Agendas, Inc.	33-0481380	Washington	1,000,000	11,200
Select Agendas, Corp	HFX9927	Canada	N/A	1,000
Califone International, Inc.	56-2003579	Delaware	1,000	100
Delta Education, LLC	52-2328764	Delaware	N/A	100
Premier School Agendas, Ltd.	126517564	Canada	100	65

The outstanding shares or membership interests of all entities are 100% owned by School Specialty, Inc., with the exception of Bird-in-Hand Woodworks, Inc., which is 100% owned by Childcraft Education Corp.

All outstanding shares and interests are pledged with the exception of Premier School Agendas, Ltd. which is considered a controlled foreign corporation and therefore only 65% of the outstanding is being pledged.

Schedule 7 Pledged Debt

Promissory Note dated 9/19/11 issued by North Putnam Community Schools to Delta Education, LLC in the original principal amount of \$42,765.27

Intercompany Subordinated Demand Promissory Note by each Grantor in favor of each other Grantor dated May 22, 2012

SCHEDULE 8**to****SECURITY AND PLEDGE AGREEMENT (BAYSIDE)****United States Trademarks**

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
1ST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC	School Specialty, Inc.	Pending		85/739,308		26-Sep-2012
ABC	School Specialty, Inc.	Pending		85/744,810		03-Oct-2012
ABC	School Specialty, Inc.	Pending		85/752,878		12-Oct-2012
ABC	School Specialty, Inc.	Pending		85/758,695		19-Oct-2012
ABC	School Specialty, Inc.	Pending		85/764,916		26-Oct-2012
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
ABILITATIONS	Sportime, LLC	Registered	1741976	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		Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
AUTOSKILL	School Specialty, Inc.	Pending		85/440,105		05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
BASE TEN FRIES	Delta Education, LLC	Registered	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146		25-Jul-1995	
BECKLEY CARDY & Design	School Specialty, Inc.	Registered	3444300	77/262,873	10-Jun-2008	23-Aug-2007
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CATT	School Specialty, Inc.	Pending		85/600,067		17-Apr-2012
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267		06-Mar-2001	
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089		16-Dec-2003	
CLASSROOM SELECT	School Specialty, Inc.	Registered	3162946	75/811,427	24-Oct-2006	28-Sep-1999
CLASSROOM SELECT & Design	School Specialty, Inc.	Registered	3350057	78/846,980	04-Dec-2007	27-Mar-2006

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT - AREA VOCABULARY BUILDER	School Specialty, Inc.	Published		85/053,659		03-Jun-2010
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		18-Jul-2000	
DECIMAL DOG	Delta Education, LLC	Registered	2837853		04-May-2004	
DELTA CIRCUITWORKS	Delta Education, LLC	Registered	2923833		01-Feb-2005	
DELTA EDUCATION	Delta Education, LLC	Registered	2812356		10-Feb-2004	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672		08-Aug-2000	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043		18-Apr-2000	
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		20-Jul-1993	
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		25-May-2004	
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	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617		05-Jun-2001	
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616		05-Jun-2001	
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810		19-Jun-2001	

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DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886		20-Nov-2001	
DIAL-A-TIME	Delta Education, LLC	Registered	2456424		29-May-2001	
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	
DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995		19-Oct-1999	
EPS	School Specialty, Inc.	Registered	2292730		16-Nov-1999	
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714		28-Sep-1999	
EPS -CL16	School Specialty, Inc.	Registered	2279489		21-Sep-1999	
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181		07-Sep-1999	
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
FREY CHOICE	School Specialty, Inc.	Registered	3842515	77/704,182	31-Aug-2010	01-Apr-2009

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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
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004
GO WORKBOOK	Premier Agendas, Inc.	Registered	3117882	78/277,792	18-Jul-2006	23-Jul-2003
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
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
HEXAGONOES	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
HUSH BUDDY	Califone International, Inc.	Published		85/389,616		04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Pending		85/627,761		17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Pending		85/627,763		17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
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
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483		21-Sep-1999	
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
MATH TUNE-UPS	Delta Education, LLC	Registered	2605461		06-Aug-2002	
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
ODYSSEY	Califone International, Inc.	Pending		85/354,383		23-Jun-2011
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
PATH DRIVER	School Specialty, Inc.	Pending		85/654,564		18-Jun-2012
PATH DRIVER FOR MATH	School Specialty, Inc.	Pending		85/566,908		12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,326		19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Pending		85/566,906		12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,328		19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010

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PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691		07-Mar-2000	
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
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, Inc.	Pending		85/736,959		09-24-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	06-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	06-Dec-2011	13-Oct-2010
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992
S.P.I.R.E. (SPIRE)	School Specialty, Inc.	Registered	2048906		01-Apr-1997	
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
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	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 LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010

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SCHOOL SPECIALTY ONLINE (Design)	School Specialty, Inc.	Registered	3437742	78/628,899	27-May-2008	12-May-2005
SCHOOL SPECIALTY THE POWER OF TEACHING. THE WONDERS OF LEARNING, & Design	School Specialty, Inc.	Registered	3007875	78/331,687	18-Oct-2005	21-Nov-2003
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		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SITTON SPELING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913		09-Jun-1998	
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
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	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
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, Inc.	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
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862		03-Jul-2001	
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	Sax Arts & Crafts, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009

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UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
ULTRA PLUS	School Specialty, Inc.	Registered	2730228	76/302,139	24-Jun-2003	20-Aug-2001
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012
VERSA TEMP	Sax Arts & Crafts, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC (MISCELLANEOUS DESIGN ONLY)	School Specialty, Inc.	Registered	3024505	78/331,716	06-Dec-2005	21-Nov-2003
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 Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178		14-Sep-1999	
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	Sax Arts & Crafts, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982
YOU FOCUS ON ACHIEVEMENT, WE FOCUS ON YOU	School Specialty, Inc.	Registered	3687338	77/598,309	22-Sep-2009	22-Oct-2008

TRADEMARKS OTHER THAN IN THE UNITED STATES

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
ABC	Canada Childcraft Education Corp	Registered	TMA737538	1310677	03-Apr-2009	26-Jul-2006
ABILITATIONS	Canada Sportime, LLC	Registered	TMA747940	1331474	17-Sep-2009	16-Jan-2007
ACADEMY OF MATH	Canada School Specialty, Inc.	Registered	TMA614425	1123254	08-Jul-2004	26-Nov-2001
ACADEMY OF READING	Canada School Specialty, Inc.	Registered	TMA553660	1049743	13-Nov-2001	08-Mar-2000
AGENDA MATE	Canada Premier Agendas, Inc.	Registered	TMA405655	689907	27-Nov-1992	19-Sep-1991
AGENDAS DESIGN	Canada Premier Agendas, Inc.	Registered	TMA651657	1173815	27-Oct-2005	27-Oct-2005
AUTOSKILL	Canada School Specialty, Inc.	Pending		1568321		12-Mar-2012
AUTOSKILL	Canada School Specialty, Inc.	Registered	TMA393997	673829	07-Feb-1992	16-Jan-1991
AUTOSKILL & Design	Canada School Specialty, Inc.	Registered	TMA415136	673830	06-Aug-1993	16-Jan-1991
BASIC BASICS	Canada Premier Agendas, Inc.	Registered	TMA500824	843311	17-Sep-1998	17-Sep-1998
BIRD IN HAND WOODWORKS & Design	Canada Childcraft Education Corp.	Pending	TMA837,636	1513321	04-Dec-2012	31-Jan-2011
BIRD-IN-HAND	Canada Childcraft Education Corp	Pending		1513319		31-Jan-2011
CALIFONE	Canada Califone International, Inc.	Registered	TMA153506	297477	06-Oct-1967	02-Jun-1966
CANADIAN TO THE CORE	Canada Premier Agendas, Inc.	Registered	TMA607353	1166086	08-Apr-2004	08-Apr-2004

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CATCHBALL	Germany Select Service & Supply Co, In	Registered	2069111		27-Jun-1994	31-Oct-1993
CHILDCRAFT	Canada Childcraft Education Corp	Registered	TMA656137	1242177	06-Jan-2006	29-Dec-2004
CLASSROOM DIRECT & design	Canada Classroom Direct.com LLC	Registered	TMA790151	1434680	09-Feb-2011	15-Apr-2009
CLASSROOM SELECT & Design	Canada School Specialty, Inc.	Pending	TMA835328	1500927	30-Oct-2012	25-Oct-2010
CLASSROOM SELECT Horizontal Logo	Canada School Specialty, Inc.	Pending	TMA835312	1500934	30-Oct-2012	25-Oct-2010
COMPASS FOR CAMPUS	Canada Premier Agendas, Inc.	Registered	TMA579787	1070625	23-Apr-2003	23-Apr-2003
CVB CONTENT - AREA VOCABULARY BUILDER	Canada School Specialty, Inc.	Registered	TMA829324	1485406	07-Aug-2012	16-Jun-2010
DELTA EDUCATION & Design	Canada Delta Education, LLC	Registered	TMA733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	Canada Delta Education, LLC	Registered	TMA746955	1319222	03-Sep-2009	06-Oct-2006
DISCOVER AGENDA	Canada Premier Agendas, Inc.	Registered	TMA585899	1119643	23-Jul-2003	23-Jul-2003
EARLY CHILDHOOD DIRECT	Canada Bird-In-Hand Woodworks, Inc	Registered	TMA599487	1050895	15-Jan-2004	15-Mar-2000
EDUCATION ESSENTIALS	Canada School Specialty, Inc.	Registered	TMA654482	1230486	06-Dec-2005	16-Sep-2004
EPS	Canada School Specialty, Inc.	Registered	TMA557,206		31-Jan-2002	31-Jan-2002
EPS	Canada School Specialty, Inc.	Registered	TMA551,753		28-Sep-2001	
EPS	Canada School Specialty, Inc.	Registered	TMA550,546		10-Sep-2001	10-Sep-2001

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EPS	Canada School Specialty, Inc.	Registered	TMA790904	1446509	16-Feb-2011	29-Jul-2009
EPS	Canada School Specialty, Inc.	Registered	TMA558,743		04-Mar-2002	04-Mar-2002
FREY CHOICE	Canada School Specialty, Inc.	Registered	TMA796468	1451837	02-May-2011	15-Sep-2009
FREY SECURE	Canada School Specialty, Inc.	Registered	TMA796480	1451833	02-May-2011	15-Sep-2009
FREY SELECT	Canada School Specialty, Inc.	Registered	TMA796481	1451834	02-May-2011	15-Sep-2009
GO WORKBOOK	Canada Premier Agendas, Inc.	Registered	TMA647913	1209178	13-Sep-2005	10-Mar-2004
HABITS OF SUCCESS	Canada Premier Agendas, Inc.	Registered	TMA563006	1070623	04-Jun-2002	04-Jun-2002
HELPING EDUCATORS ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	Canada School Specialty, Inc.	Registered	TMA758568	1403756	02-Feb-2010	17-Jul-2008
IF I PLAN TO LEARN I MUST LEARN TO PLAN	Canada Premier Agendas, Inc.	Registered	TMA434047	731407	30-Sep-1994	30-Sep-1994
INCOMMAND PRO	Canada Premier Agendas, Inc.	Pending		1,600,152		29-Oct-2012
INQUIRY INVESTIGATIONS & Design	Canada Delta Education, LLC	Registered	TMA826611	1508615	19-Jun-2012	20-Dec-2010
INTEGRATIONS	Canada Sportime, LLC	Registered	TMA636598	1167511	01-Apr-2005	14-Feb-2003
INTEGRATIONS	Germany Sportime, LLC	Registered	30454687	30454687.9	17-Mar-2005	24-Sep-2004
INTEGRATIONS	United Kingdom Sportime, LLC	Registered	2369512	2369512	08-Apr-2005	30-Jul-2004
LEARNING OUTLET	Canada School Specialty, Inc.	Pending		1550251		01-Nov-2011
MAKING CONNECTIONS	Canada School Specialty, Inc.	Registered	TMA748126	1388573	18-Sep-2009	25-Mar-2008

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MISCELLANEOUS DESIGN	Canada School Specialty, Inc.	Registered	TMA724639	1218515	26-Sep-2008	28-May-2004
NATURE'S IMPRESSIONS	Canada School Specialty, Inc.	Registered	TMA785621	1422392	21-Dec-2010	18-Dec-2008
ONTRAC	Canada Premier Agendas, Inc.	Published		1429126		26-Feb-2009
OTMP	Canada Premier Agendas, Inc.	Pending		1,602,421		14-Nov-2012
PATH DRIVER	Canada School Specialty, Inc.	Pending		1,586,716		18-Jul-2012
PATH DRIVER FOR MATH	Canada School Specialty, Inc.	Pending		1,586,714		18-Jul-2012
PATH DRIVER FOR READING	Canada School Specialty, Inc.	Pending		1,586,715		18-Jul-2012
PORTFOLIO	Canada School Specialty, Inc.	Registered	TMA823596	1483658	08-May-2012	03-Jun-2010
PREMIER COMPASS AGENDA	Canada Premier Agendas, Inc.	Registered	TMA579786	1070604	23-Apr-2003	23-Apr-2003
PREMIER GO PROGRAM	Canada Premier Agendas, Inc.	Registered	TMA668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	Canada Premier Agendas, Inc.	Registered	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP	Canada Premier Agendas, Inc.	Pending		1,602,437		28-Nov-2012
PREMIER OTMP CURRICULUM	Canada Premier Agendas, Inc.	Pending		1,602,425		14-Nov-2012
PREMIER OTMP PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,423		14-Nov-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,435		14-Nov-2012
PREMIERCAMPUS	Canada Premier Agendas, Inc.	Registered	TMA799733	1433020	10-Jun-2011	31-Mar-2009
PRIMA VUE	Canada Premier Agendas, Inc.	Registered	TMA569651	1089539	25-Oct-2002	25-Oct-2002

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
PROJECTS BY DESIGN	Canada School Specialty, Inc.	Registered	TMA805134	1448868	24-Aug-2011	20-Aug-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Canada Premier Agendas, Inc.	Pending		1,600,748		09-Nov-2012
READ AND DISCOVER	Canada Premier Agendas, Inc.	Registered	TMA627127	1200255	01-Dec-2004	01-Dec-2004
SCHOOL SMART	Canada School Specialty, Inc.	Registered	TMA734412	1269559	13-Feb-2009	23-Aug-2005
SCHOOL SMART & Design	Canada School Specialty, Inc.	Registered	TMA739508	1269561	06-May-2009	23-Aug-2005
SCHOOL SPECIALTY	Canada School Specialty, Inc.	Registered	TMA715934	1331578	04-Jun-2008	17-Jan-2007
SCHOOL SPECIALTY LITERACY AND INTERVENTION	Canada School Specialty, Inc.	Registered	TMA823587	1491322	08-May-2012	05-Aug-2010
SCHOOL SPECIALTY ONLINE & Design	Canada School Specialty, Inc.	Registered	TMA765953	1279025	06-May-2010	09-Nov-2005
SCHOOL SPECIALTY WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805811	1466160	31-Aug-2011	18-Jan-2010
SHOW AND SHARE	Canada Premier Agendas, Inc.	Registered	TMA625684	1200256	17-Nov-2004	17-Nov-2004
SMART PACK	Canada Premier Agendas, Inc.	Registered	TMA627128	1200254	01-Dec-2004	01-Dec-2004
SOLUTION SCOLAIRE	Canada School Specialty, Inc.	Registered	TMA816276	1473175	26-Jan-2012	15-Mar-2010
SOLUTION SCOLAIRE & Design	Canada School Specialty, Inc.	Registered	TMA808345	1482471	05-Oct-2011	25-May-2010
SPORDAS	Finland Select Service & Supply Co, In	Registered	127477		05-Aug-1993	
SPORDAS	France Sportime, LLC	Registered	92/442,446		12-Jun-1992	
SPORDAS	Germany School Specialty, Inc.	Registered	2075525		13-Jun-1992	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORDAS	Greece Sportime, LLC	Registered	111602		26-Nov-1992	
SPORDAS	Ireland Sportime, LLC	Registered	149159	149159	16-Jun-1992	16-Jun-1992
SPORDAS	Norway Select Service & Supply Co, In	Registered	160551		09-Dec-1993	23-Oct-1992
SPORDAS	Portugal Sportime, LLC	Registered	284948	284948	24-Mar-1994	30-Jul-1992
SPORDAS	Sweden Select Service & Supply Co, In	Registered	249418		28-May-1993	
SPORDAS	Switzerland Sportime, LLC	Registered	518250	02804/2003	23-May-2003	23-May-2003
SPORDAS	United Kingdom Select Service & Supply Co, In	Registered		1503060	11-Jun-1992	11-Jun-1992
SPORDAS & Design	Benelux Sportime, LLC	Registered	519716	782031	17-Jun-1992	17-Jun-1982
SPORDAS (word mark)	Denmark Sportime, LLC	Registered	vr109531992		27-Nov-1992	
SPORDAS (word stylized)	Italy Sportime, LLC	Registered	992210		17-Jul-1992	17-Jul-1992
SPORTIME	Australia Sportime, LLC	Registered	A605437		25-Jun-1993	25-Jun-1993
SPORTIME	Brazil Sportime, LLC	Registered	817409459		01-Mar-1995	
SPORTIME	Canada Sportime, LLC	Registered	TMA365972		23-Feb-1990	
SPORTIME	Canada Sportime, LLC	Registered	TMA565,487	1044355	02-Aug-2002	16-Apr-1998
SPORTIME	Israel Sportime, LLC	Pending	89910			18-Nov-1993
SPORTIME	Japan Sportime, LLC	Registered	3141032	5072198	30-Apr-1996	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORTIME	Korea, Republic of Sportime, LLC	Registered	7726	156466	03-Jul-2003	
SPORTIME	Mexico Sportime, LLC	Registered	493739	493739	10-Aug-1992	
SPORTIME	New Zealand Sportime, LLC	Registered	236174		20-Apr-1994	20-Apr-1994
SPORTIME	Panama Sportime, LLC	Registered	66973	66973	16-Mar-1995	16-Mar-1995
SPORTIME	Panama Sportime, LLC	Registered	66974	66974	16-Mar-1995	16-Mar-1995
SPORTIME	Singapore Sportime, LLC	Registered	T03/12522D	T03/12522D	15-Aug-2003	15-Aug-2003
SPORTIME	South Africa Sportime, LLC	Registered		93/10983	19-Nov-1993	
SPORTIME & Design	Singapore Sportime, LLC	Registered		T03/12525I	15-Aug-2003	15-Aug-2003
SPORTIME AND DESIGN	Singapore Sportime, LLC	Registered	T03/12524J	T03/12524J	15-Aug-2003	15-Aug-2003
SUR LA VOIE	Canada Premier Agendas, Inc.	Registered	TMA776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	Canada Premier Agendas, Inc.	Registered	TMA823595	1498607	08-May-2012	05-Oct-2010
TIMETRACKER	Canada Premier Agendas, Inc.	Registered	TMA768,035	1167989	28-May-2010	17-Feb-2003
UGO365	Canada Premier Agendas, Inc.	Registered	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365	Canada Premier Agendas, Inc.	Pending		1495318		09-Sep-2010
VB-TRAINER	Canada Sportime, LLC	Pending		1609766		14-Jan-2013
WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805814	1466159	31-Aug-2011	18-Jan-2010
WHERE THE CHILD COMES FIRST	Canada Childcraft Education Corp.	Pending		1568312		12-Mar-2012

**Trademark Registrations and Applications
the Company has already decided to abandon**

<u>Mark</u>	<u>Country / Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
BABY BRIGHTS BOOKS	United States School Specialty, Inc.	Registered	1918816		12-Sep-1995	
SIDEWALK SCIENCE	United States Childcraft Education Corp.	Registered	3140209		05-Sep-2006	
SPORTIME FITNESS & SPORT and Design	United States Sportime, LLC	Registered	3126350		08-Aug-2006	
CLASSROOM DESIGNER	United States School Specialty, Inc.	Registered	3103791		13-Jun-2006	
EDUCATOR PRICE	United States School Specialty, Inc.	Pending		85/158,273		21-Oct-2010
JUNEBOX	United States School Specialty, Inc.	Registered	2589390		02-Jul-2002	
JUNEBOX.COM	United States School Specialty, Inc.	Registered	2589382		02-Jul-2002	
PREMIER SCIENCE	United States School Specialty, Inc.	Registered	2543407		26-Feb-2002	
SUBSTANCE FREE KIDS	United States School Specialty, Inc.	Registered	3255321		26-Jun-2007	
DIAL-A-SHAPE	United States Delta Education, LLC	Registered	2599179		23-Jul-2002	
DIAL-A-VARIABLE	United States Delta Education, LLC	Registered	2599178		23-Jul-2002	
CALIFONE	Argentina Califone International, Inc.	Registered	2038863		22-Aug-2005	
HUFF AND PUFF	United Kingdom School Specialty, Inc.	Registered	2049200		20-Sep-1996	

SCHEDULE 9**to****SECURITY AND PLEDGE AGREEMENT (BAYSIDE)****Patents**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
BIN AND BAY SHELVING AND STORAGE UNIT	United States			D437,706	02/20/01	Granted	Childcraft Education Corp
DUAL SURface BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted	School Specialty, Inc.
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	Granted	Childcraft Education Corp
COAT RACK AND STORAGE UNIT	United States			D436,263	01/16/01	Granted	Childcraft Education Corp
ROLLING BIN	United States			D423,171	04/18/00	Granted	Childcraft Education Corp
ART TABLE	United States			D423,254	04/25/00	Granted	Childcraft Education Corp
ROOM DIVIDER	United States			D423,825	05/02/00	Granted	Childcraft Education Corp
HANDLES IN A PAIR OF SWINGING DOORS	United States			D429,097	08/08/00	Granted	Childcraft Education Corp
TOY REFRIGERATOR HAVING AN ACTIVITY SURface	United States	09/479,004	01/07/00	6171173	01/09/01	Granted	Childcraft Education Corp
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06			Published	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Granted	Childcraft Education Corp
CHAIR	United States			D470,320	02/18/03	Granted	Childcraft Education Corp
CHAIR	United States			D471,730	03/18/03	Granted	Childcraft Education Corp

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted	School Specialty, Inc.
METHOD OF TEACHING READING	Canada		12/01/00	2327241	06/10/08	Granted	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Granted	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Granted	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Granted	Childcraft Education Corp

SCHEDULE 10

to

SECURITY AND PLEDGE AGREEMENT (BAYSIDE)

Copyrights

ABC SCHOOL SUPPLY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
A B C School Supply, Inc.	ABC School Supply, Inc. ... catalog	TX0002189648	11/10/1987
A B C School Supply, Inc.	The Rainbow book of early learning materials	TX0002282947	2/16/1988
A B C School Supply, Inc.	ABC puts the whole world in your hands	TX0002189647	11/10/1987
ABC School Supply, Inc.	Parent lending library master guide	TX0004131135	9/12/1995

AUTOSKILL

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Autoskill, Inc.	Autoskill Autonetwork.	TXu001050042	9/25/2002
Autoskill, Inc.	Autoskill Autonetwork BV.	TXu001050040	9/25/2002
Autoskill, Inc.	Autoskill : component reading subskills testing and training program.	TX0001742632	1/27/1986
Autoskill, Inc.	Autoskill mathematics program (AMP) / written by Ernest James Foster, 1951-.	TX0003452231	6/30/1992
Autoskill, Inc.	Incomnet Autonetwork.	TXu001050041	9/25/2002
Autoskill, Inc.	Math program for ICON / Ernie Foster.	TX0003452232	6/30/1992
AutoSkill International, Inc.	Academy of reading.	TX0005151672	12/27/1999

BECKLEY CARDY

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalog IV, Early learning	TX0001691988	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials	TX0001686703	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials.	TX0001689863 TX0001689864	11/4/1985 11/4/1985
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0002446722 TX0002446720 TX0002446718	12/8/1988 12/8/1988 12/8/1988
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0003296388 TX0003296387	4/27/1992 4/27/1992
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003032681 TX0003092730 TX0003156360 TX0003233655	2/20/91; 6/25/91; 10/17/91; 1/29/92
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002760468 TX0002803169 TX0002879561 TX0002959914	3/5/90 4/24/90 8/29/90 12/10/90
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002491862 TX0002539669 TX0002654732 TX0002669451	2/6/89 4/14/89 10/11/89 11/07/89
Beckley-Cardy, a subsidiary of Edgell Communications, Inc	Beckley Cardy : general catalog	TX0002462688	12/2/1988
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001691678	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001683069	11/4/1985
Edgell Communications, Inc.	Beckley Cardy : general catalog	TX0002745207	2/14/1990
Beckley-Cardy, Inc.	Create a classroom 1.0.	PAu002246021	8/12/1997

BRODHEAD GARRETT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002159275	10/1/1987
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0001261623	11/9/1983
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000872324	3/17/1982
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000476250	5/19/1980

CHILDCRAFT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation.	Childcraft : the growing years : [catalog].	TX0000677954	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677953	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677955	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677952	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677951	5/13/1981
Carol Mardell & Dorothea S. Goldenberg	Dial-R / [Carol D. Mardell-Czudnowski, Dorothea S. Goldenberg].	TX0001413417	6/29/1984
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001594689	3/15/1985
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001764298	3/26/1986
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002250405	2/1/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002486090	2/1/1989
Carol Mardell-Czudnowski & Dorothea Goldenberg	DIAL-R activity card system : developmental tasks for school and home	TX0002634186	8/9/1989
Carol Mardell-Czudnowski and Dorothea S. Goldenberg	Dial-R for parents : activities for the child at home keyed to the Dial-R assessment kit	TX0002634081	8/15/1989
Childcraft Education Corporation	Childcraft--building minds and imaginations for the growing years : 1990	TX0002787251	3/13/1990
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0004140775	8/30/1995
Childcraft Education Corporation	Notice of grant security interest in copyrights	V3437D211	6/28/1999
Childcraft Education Corp	Earth and Space	SR0000611712	9/13/2007
Childcraft Education Corp	Inquiry	SR0000611715	9/13/2007
Childcraft Education Corp	Life Science	SR0000611714	9/13/2007
Childcraft Education Corp	Personal and Social Perspectives	SR0000611711	9/13/2007
Childcraft Education Corp	Physical Science	SR0000611710	9/13/2007
Childcraft Education Corporation	Let's get cooking! / by Margot Hammond.	TX0004742730	3/17/1998
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001594688	3/15/1985
		TX0002239795	8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297;	2/28/1986; 8/21/1986
		TX0001889261	
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002124525	8/3/1987
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002009649;	2/24/1987 & 8/3/1987
		TX0002124526	

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002326459; TX0002404103; TX0002404104; TX0002403577; TX0002407643; TX0002407644	2/8/1988; 9/6/1988; 9/6/1988; 10/24/1988; 10/24/1988
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002319535; TX0002402995; TX0002404100; TX0002402994	2/8/1988; 9/6/1988; 9/6/1988; 9/6/1988
Childcraft Education Corporation	Childcraft west : the Growing Years, infants, early childhood, special ed. school catalog	TX0002486089	2/1/1989
Childcraft Education Corporation	Childcraft West--building minds and imaginations for the growing years : 1990	TX0002787252	3/13/1990
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002537376; TX0002515392; TX0002714983; TX0002714984; TX0002714985; TX0002714986; TX0002714987	2/15/1989; 2/15/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog	TX0002501249; TX0002501669; TX0002501670; TX0002701220; TX0002701219; TX0002701218; TX0002701216; TX0002701217	2/2/1989; 2/2/1989; 2/2/1989; 12/1/1989; 12/1/1989; 12/1/1989; ;12/1/1989; 12/1/1989
Childcraft, Inc.	Childcraft : toys that teach : [catalog].	TX0002765767; TX0002765768; TX0002765769; TX0002765770	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft, Inc.	Just for Kids! : America's favorite children's catalog	TX0002765891; TX0002765766; TX0002765892; TX0002765893	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft Education Corp	Celebrate Science Physical Science Set	SR0000611710	9/13/2007

CPO SCIENCE

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Air rocket : curriculum resource guide : force, motion and energy.	TX0005661277	12/19/2002
CPO Science, a division of Delta Education, LLC	Atom building game : structure of the atom.	TX0005643457	12/19/2002
CPO Science, a division of Delta Education, LLC	Bathymetric map with land topography : [World]	VA0001264564	6/6/2004
CPO Science, a division of Delta Education, LLC	Car and ramp : force and motion.	TX0005643458	12/19/2002
CPO Science, a division of School Specialty	CPO Science Earth Science Investigation Manual.	TX0006947238	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Student Text Book.	TX0006939698	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Teacher Guide.	TX0006939695	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Electronic Book.	TX0006989877	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Examview Test Bank.	TX0006989236	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Investigation Manual.	TX0006941501	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Lesson Organizer.	TX0006989223	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Student Text Book.	TX0006940713	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Guide.	TX0006940703	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Resource CD.	TX0006989231	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teaching Illustrations.	TX0006989228	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Electronic Book.	TX0006989905	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	CPO Science Physical Science Examview Test Bank.	TX0006989968	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Investigation Manual.	TX0006941513	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Lesson Organizer.	TX0006989897	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Student Text Book.	TX0006940658	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Guide.	TX0006940706	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Resource CD.	TX0006989965	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teaching Illustrations.	TX0006989941	4/14/2008
CPO Science, a division of Delta Education, LLC	Electric circuits : curriculum resource guide : electricity and circuits.	TX0005661281	12/19/2002
CPO Science, a division of Delta Education, LLC	Electric motor : electricity and magnetism.	TX0005643452	12/19/2002
CPO Science, a division of School Specialty	Focus on Earth Science Electronic Book.	TX0006933062	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Exam View Text Bank.	TX0006933640	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Investigation Manual.	TX0006933185	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Lesson Organizer.	TX0006933056	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Components CD.	TX0006933139	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Electronic Book.	TX0006933135	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Investigation Manual.	TX0006933174	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Student Text Book.	TX0006933192	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Student Textbook.	TX0006933199	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Guide.	TX0006933209	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Resource CD.	TX0006933072	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teaching Illustrations.	TX0006933084	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Electronic book.	TX0007195180	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Exam View Test Bank.	TX0007127016	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Investigation Manual.	TX0007126275	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Lesson Organizer.	TX0007194967	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Components CD.	TX0007194972	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Electronic Book.	TX0007194963	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Investigation Manual.	TX0007127021	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Student Text.	TX0007126303	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Student Text.	TX0007126309	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Guide.	TX0007126320	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Resource CD.	TX0007195159	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Physical Science Electronic Book.	TX0007132093	4/14/2008
CPO Science	Focus on Physical Science Teaching Illustrations.	TX0007162140	4/14/2008
CPO Science, a division of Delta Education, LLC	Foundations of physical science.	TX0006191850	6/13/2005
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Investigation Manual.	TX0007391167	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Student Text Book.	TX0007391170	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Teacher Guide.	TX0007391173	4/20/2011
CPO Science, a division of Delta Education, LLC	Foundations of physical science blackline masters.	TX0005801990	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science color teaching tools.	TX0005872256	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : electronic book.	TX0006172818	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science electronic book.	TX0005872257	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : ExamView test bank.	TX0005643760	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science investigations.	TX0006191699	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science : investigations / Tom Hsu.	TX0005659139	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : skill and practice worksheets.	TX0005659137	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : teacher's guide.	TX0005653856	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science / Tom Hsu.	TX0005659140	12/19/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science	Foundations of physical science with earth and space science : blackline masters.	TX0005817995	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science color teaching tools.	TX0005872258	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science electronic book.	TX0005872259	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : Exam View Test Bank.	TX0005817988	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : skill and practice worksheets.	TX0005817987	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science / Tom Hsu.	TX0005776361	6/6/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space studies / Tom Hsu.	TX0005800659	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical with earth and space science / Tom Hsu.	TX0005803829	8/15/2003
CPO Science, a division of Delta Education, LLC	Foundations of physics.	TX0006001517	6/6/2004
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Examview Test Bank.	TX0007388448	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Investigation Manual.	TX0007388215	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Student Text Book.	TX0007388362	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Guide.	TX0007388274	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Resource CD.	TX0007388430	4/26/2011
CPO Science, a division of Delta Education, LLC	Foundations of physics : electronic book.	TX0006052070	6/6/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Foundations of physics ExamView Test Bank.	TX0005993630	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : investigations / Tom Hsu.	TX0005913042	1/16/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : teacher's guide / Tom Hsu.	TX0005994977	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics / Tom Hsu.	TX0005836561	8/19/2003
CPO Science, a division of Delta Education, LLC	Gears and levers : curriculum resource guide : gears levers and rotating machines.	TX0005661280	12/19/2002
CPO Science, a division of Delta Education, LLC	Gravity drop : free fall and the gravity drop.	TX0005643454	12/19/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry ExamView test bank.	TX0005835009	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry investigations / Tom Hsu.	TX0005803522	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : skill and practice worksheets.	TX0005659138	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : teacher's guide / Tom Hsu.	TX0005659141	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry / Tom Hsu.	TX0005803523	12/20/2002
CPO Science	Integrated science : an investigative approach.	TX0006173600	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : electronic book.	TX0006166497	6/13/2005
CPO Science, a division of Delta Education, LLC	[Integrated science : an investigative approach exam view test bank]	TX0006172772	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : Investigations.	TX0006176273	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teacher's guide.	TX0006191851	6/13/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teachers support CD-ROM.	TX0006166495	6/13/2005
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science.	TX0005866196	9/19/2003
CPO Science, a division of Delta Education, LLC	Introduction to Earth and space science : investigations. / Tom Hsu.	TX0005817939	8/15/2003
on text; CPO Science, division of Delta Education, LLC	Introduction to Earth and space science / Tom Hsu.	TX0005776744	6/6/2003
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science / Tom Hsu.	TX0005786573	9/19/2003
CPO Science, a division of Delta Education, LLC	Light and optics : properties of light.	TX0005643451	12/19/2002
CPO Science, a division of Delta Education, LLC	Marble launcher : curriculum resource guide : projectile motion.	TX0005661278	12/19/2002
CPO Science, a division of Delta Education, LLC	Pendulum : harmonic motion.	TX0005643450	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic puzzle : chemistry and the elements.	TX0005643453	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic table tiles : curriculum resource guide : chemistry and the elements.	TX0005661279	12/19/2002
CPO Science, a division of Delta Education, LLC	Physics a first course.	TX0006141984	2/28/2005
CPO Science, a division of School Specialty.	Physics A First Course Electronic Book.	TX0007235289	4/16/2008
CPO Science, a division of Delta Education, LLC	Physics : a first course electronic book.	TX0006198516	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Examview Test Bank.	TX0007219868	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics A First Course Exam View Test Bank	TX0006183169	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Investigation Manual	TX0007219870	12/16/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Physics a first course investigations.	TX0006125083	2/24/2005
CPO Science, a division of School Specialty.	Physics A First Course Proplanner.	TX0007235275	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Student Text Book.	TX0007235140	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Teacher Guide.	TX0007219861	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics, a first course : teacher's guide / Tom Hsu.	TX0006208070	6/13/2005
CPO Science, a division of Delta Education, LLC	Physics : a first course teachers support CD Rom.	TX0006198517	6/13/2005
CPO Science, a division of Delta Education, LLC	Rollercoaster : energy and energy conservation.	TX0005643449	12/19/2002
CPO Science, a division of Delta Education, LLC	Ropes and pulleys : force, work and energy.	TX0005643456	12/19/2002
CPO Science, a division of Delta Education, LLC	Sound and waves : music, sound and waves.	TX0005643455	12/19/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry DVD series.	TX0005783473	12/20/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry video series.	TX0005783461	12/20/2002
CPO Science, a division of School Specialty.	CPO Science Earth Science Electronic Book.	TX0006937162	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Examview Test Bank.	TX0006954526	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Lesson Organizer.	TX0006937093	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teacher Resource CD.	TX0006937150	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teaching Illustrations.	TX0006937146	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Focus on Physical Science Exam View Test Bank.	TX0007131667	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Investigation Manual.	TX0007131982	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Lesson Organizer.	TX0007131502	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Components CD.	TX0007139267	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Electronic Book.	TX0007137812	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Investigation Manual.	TX0007356040	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Student Text Book.	TX0007137830	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Student Text Book.	TX0007132216	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Teacher Resource CD.	TX0007137820	4/14/2008
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Multimedia DVD.	TX0007391165	4/20/2011
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Teacher Resource CD.	TX0007391151	4/20/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Examview Test Bank.	TX0007388979	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Investigation Manual.	TX0007389189	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Multimedia DVD.	TX0007392672	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Student Text Book.	TX0007389186	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher Resource CD.	TX0007392673	4/26/2011

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher's Guide.	TX0007388873	4/26/2011
CPO Science, a division of School Specialty.	Physics A First Course Teacher Resource CD.	TX0007229600	4/16/2008
COP Science, a division of School Specialty.	Focus on Life Science Teaching Illustrations.	TX0007195147	4/14/2008

DELTA

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Beginnings: teacher's guide/Herbert D. Their, Robert C. Knott	TX0005877113	11/21/2003
Delta Education	Behavior of mealworms: teacher's guide	TX0002384470	7/8/1988
Delta Education, LLC	Butterflies and moths	TX0005914419	2/10/2004
Delta Education	Butterflies and moths: teacher's guide	TX0002384468	11/1/1996
Delta Education, Inc.	Charge it! Static electricity: activity guide/by Delta Education; author, Richard Bollinger	TX0004406415	11/1/1996
Delta Education, Inc.	Charge it! static electricity : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406422	11/1/1996
Delta Education	Classroom plants : teacher's guide.	TX0002384473	7/8/1988
Delta Education, Inc.	Clear view of area and volume formulas : activities, visuals, masters.	TX0004406667	2/19/1997
Delta Education, LLC	Color and light.	TX0005914420	2/10/2004
Delta Education, LLC	Communities : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866655	11/21/2003
Delta Education, Inc.	Crystal creations : activity guide / author, Carol Prekker.	TX0004406777	2/19/1997
Delta Education	Delta Science First Reader, Science and Literacy program Teacher's Guide.	TX0006898348	11/9/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta science module, erosion teacher's guide.	TX0006404994	6/28/2006
Delta Education	Delta science module, third edition : classroom plants : teacher's guide.	TX0006405648	6/28/2006
Delta Education	Delta science module, third edition : earth, moon, and sun : teacher's guide.	TX0006405649	6/28/2006
Delta Education	Delta science module, third edition : earth processes : teacher's guide.	TX0006405647	6/28/2006
Delta Education	Delta science module, third edition : electromagnetism : teacher's guide.	TX0006405651	6/28/2006
Delta Education	Delta science module, third edition : matter and change : teacher's guide.	TX0006405646	6/28/2006
Delta Education	Delta science module, third edition : plant and animal populations : teacher's guide.	TX0006405650	6/28/2006
Delta Education	Delta Science Modules, Third Ed., DNA: From Genes to Proteins Teacher's Guide.	TX0006898345	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio.	TX0006897073	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio (Spanish Edition)	TX0006897105	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook.	TX0006898338	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook, Spanish Edition	TX0006898340	11/9/2007
Delta Education	Delta Science Modules, Third Edition.		
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio.	TX0006897058	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio (Spanish Edition)	TX0006897064	12/7/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook.	TX0006898323	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook, Spanish Edition.	TX0006898320	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio (Spanish Edition)	TX0006897081	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio.	TX0006897097	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook.	TX0006898328	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook, Spanish Edition.	TX0006898339	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Using Science Notebooks Folio.	TX0006897051	12/7/2007
Delta Education	Delta Science Reader, Astronomy.	TX0006898342	11/9/2007
Delta Education	Delta Science Reader, Earth Movements Reader, Spanish Edition.	TX0006898332	11/9/2007
Delta Education	Delta Science Reader, Electrical Connections Delta Science Reader.	TX0006898344	11/9/2007
Delta Education	Delta Science Reader, Food Chains and Webs Reader, Spanish Edition.	TX0006898327	11/9/2007
Delta Education	Delta Science Reader, Force and Motion Reader, Spanish Edition.	TX0006898325	11/9/2007
Delta Education, Inc.	Detective lab : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406417	11/1/1996
Delta Education, Inc.	Detective lab : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406416	11/1/1996
Delta Education, LLC	Dinosaurs and fossils.	TX0005914416	2/10/2004
Delta Education, LLC	Discovery guide : body and senses : pre-K.	TX0005699021	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Earth movements.	TX0005913100	2/10/2004
Delta Education, LLC	Ecosystems : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866657	11/21/2003
Delta Education, LLC	Electrical circuits / [Sarah A. Maineri], senior project editor.	TX0005748056	5/8/2003
Delta Education	Electrical circuits : teacher's guide.	TX0002384480	7/8/1988
Delta Education, LLC	Electrical circuits : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747210	5/9/2003
Delta Education, Inc.	Electromagnetism : activity guide / by Delta Education ; author, Sally Seehafer.	TX0004406419	11/1/1996
Delta Education	Electromagnetism : teacher's guide.	TX0002384461	7/8/1988
Delta Education, Inc.	Energy & motion : activity guide / author, M. J. Lechner.	TX0004410975	2/18/1997
Delta Education, Inc.	Energy & motion : activity journal.	TX0004410976	2/18/1997
Delta Education, LLC	Energy sources : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877116	11/21/2003
Delta Education, LLC	Environments : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866659	11/21/2003
Delta Education, LLC	Finding the moon.	TX0005748493	5/8/2003
Delta Education, LLC	Finding the Moon : teacher's guide.	TX0005792811	8/12/2003
Delta Education	Finding the moon : teacher's guide / by Gretchen M. Alexander.	TX0002384476	7/8/1988
Delta Education, LLC	Flight and rocketry reader	TX0005913098	2/10/2004
Delta Education, Inc.	Flight! gliders to jets : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406420	11/1/1996
Delta Education, LLC	Food chains and webs : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747206	5/9/2003
Delta Education, LLC	Food chains and webs / [Sarah A. Maineri], senior project editor.	TX0005748057	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Force and motion : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747207	5/9/2003
Delta Education	From seed to plant : teacher's guide.	TX0002384472	7/8/1988
Delta Education, Inc.	Gears at work : activity guide / author, Joreen Hendry.	TX0004410977	2/18/1997
Delta Education, Inc.	Gears at work : activity journal / author, Joreen Hendry.	TX0004410978	2/18/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity guide / author, Katy Z. Allen.	TX0004423398	3/3/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity journal / author, Katy Z. Allen.	TX0004423399	3/3/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity guide / author, Kathy Z. Allen.	TX0004410979	2/18/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity journal / author, Kathy Z. Allen.	TX0004410973	2/18/1997
Delta Education, LLC	Hexagones exponents : level 1 : teacher guide.	TX0005853766	11/21/2003
Delta Education, LLC	Hexagones exponents : level 2 : teacher guide.	TX0005853767	11/21/2003
Delta Education, LLC	Hexagones percents : level 2 : teacher guide.	TX0005853768	11/21/2003
Delta Education, LLC	Investigating water.	TX0005913096	2/10/2004
Delta Education	Investigating water : teacher's guide.	TX0002384457	7/8/1988
Delta Education	Length and capacity : teacher's guide / by D. Louis Finsand.	TX0002384462	7/8/1988
Delta Education	Lenses and mirrors : teacher's guide / prepared by the National Learning Center.	TX0002384463	7/8/1988
Delta Education, LLC	Life cycles : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877115	11/21/2003
Delta Education	Looking at liquids : teacher's guide.	TX0002384458	7/8/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Magnetic magic : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406421	11/1/1996
Delta Education, LLC	Magnets.	TX0005913097	2/10/2004
Delta Education, LLC	Material objects : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877114	11/21/2003
Delta Education	Measuring : teacher's guide.	TX0002384465	7/8/1988
Delta Education	Newton's toy box : teacher's guide.	TX0006403251	6/28/2006
Delta Education, LLC	Observing an aquarium.	TX0005914421	2/10/2004
Delta Education, LLC	Observing an aquarium : teacher's guide.	TX0005914412	2/10/2004
Delta Education	Observing an aquarium : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384471	7/8/1988
Delta Education, LLC	Oceans.	TX0005913099	2/10/2004
Delta Education, LLC	Oceans : teacher's guide.	TX0005914414	2/10/2004
Delta Education, LLC	Organisms : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866656	11/21/2003
Delta Education, LLC	Plant and animal life cycles.	TX0005699028	5/8/2003
Delta Education	Plant and animal life cycles : teacher's guide.	TX0002384469	7/8/1988
Delta Education	Plants in our world reader.	TX0006402066	6/26/2006
Delta Education, LLC	Pollution.	TX0005913095	2/10/2004
Delta Education	Pond life : teacher's guide.	TX0002384467	7/8/1988
Delta Education	Powders and crystals : teacher's guide.	TX0002384459	7/8/1988
Delta Education	Properties : teacher's guide.	TX0002384460	7/8/1988
Delta Education, LLC	Relative position and motion : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866658	11/21/2003
Delta Education, Inc.	Rock origins : activity guide / author, Richard Bollinger.	TX0004406776	2/19/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Rocks and minerals : teacher's guide / by Ben Werner.	TX0002384479	7/8/1988
Delta Education, Inc.	Seed mysteries : activity guide / author, Mary Jo Lechner.	TX0004410972	2/18/1997
Delta Education, Inc.	Seed mysteries : activity journal / author, Mary Jo Lechner.	TX0004410974	2/18/1997
Delta Education, LLC	Simple machines.	TX0005699027	5/8/2003
Delta Education	Simple machines : teacher's guide / by Elizabeth Fox.	TX0002384481	7/8/1988
Delta Education	Sink or float? : teacher's guide.	TX0006403250	6/28/2006
Delta Education	Sink or float : teacher's guide.	TX0002384482	7/8/1988
Delta Education, LLC	Soil science.	TX0005914417	2/10/2004
Delta Education, LLC	Solar system / [Sarah A. Maineri], senior project editor.	TX0005748058	5/8/2003
Delta Education, LLC	Solar system : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747208	5/9/2003
Delta Education, LLC	Sound.	TX0005913094	2/10/2004
Delta Education, LLC	Sound : teacher's guide.	TX0005914413	2/10/2004
Delta Education	Sound : teacher's guide.	TX0002384456	7/8/1988
Delta Education, LLC	Stages of matter : teacher's guide.	TX0005792812	8/12/2003
Delta Education, LLC	States of matter / [Sarah A. Maineri], senior project editor.	TX0005748054	5/8/2003
Delta Education	States of matter : teacher's guide / by Michael Worosz.	TX0002384464	7/8/1988
Delta Education, LLC	Sunshine and shadows.	TX0005913093	2/10/2004
Delta Education	Sunshine and shadows : teacher's guide.	TX0002384477	7/8/1988
Delta Education, LLC	Using your senses / [Sarah A. Maineri], senior project editor.	TX0005748059	5/8/2003
Delta Education, LLC	Using your senses : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747205	5/9/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Water cycle.	TX0005914418	2/10/2004
Delta Education, LLC	Weather forecasting.	TX0005699029	5/8/2003
Delta Education	Weather forecasting : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384475	7/8/1988
Delta Education, LLC	Weather forecasting : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747209	5/9/2003
Delta Education, LLC	Weather instruments / [Sarah A. Maineri], senior project editor.	TX0005748055	5/8/2003
Delta Education	Weather instruments : teacher's guide / by Lester G. Paldy.	TX0002384478	7/8/1988
Delta Education, LLC	Weather watching / [Sarah A. Maineri], senior project editor.	TX0005748053	5/8/2003
Delta Education	Weather watching : teacher's guide / by Lester G. Paldy.	TX0002384474	7/8/1988
Delta Education, Inc.	Weather wise : activity guide / author, Ceanne Tzimopoulos.	TX0004410969	2/18/1997
Delta Education, Inc.	Weather wise : activity journal / author, Ceanne Tzimopoulos.	TX0004410970	2/18/1997
Delta Education, Inc.	Work : plane & simple : activity guide / author, Sally Gullatt Seehafer.	TX0004410971	2/18/1997
Delta Education, Inc.	Work--plane and simple : activity guide / by Delta Education ; author, Sally Gullatt Seehafer.	TX0004406418	11/1/1996
Delta Education, LLC	You and your body / [Sarah A. Maineri], senior project editor.	TX0005748052	5/8/2003
Delta Education, LLC	You and your body : teacher's guide.	TX0005815686	8/12/2003
Delta Education	You and your body : teacher's guide / by David R. Stronck.	TX0002384466	7/8/1988
Delta Education, Inc.	Amazing air : DSM II teacher's guide / National Learning Center.	TX0004441524	1/9/1997
Delta Education, Inc.	Animal behavior : teacher's guide.	TX0004440867	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Aquatic life mini-kit : equipment and guide to assist children in the exploration of an aquatic environment.	TX0003739371	12/6/1993
Delta Education, Inc.	Beginnings : teacher's guide : level K / Herbert D. Thier, Robert C. Knott.	TX0003363130	6/3/1992
Delta Education, Inc.	Behavior of mealworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957855	8/11/1982
Delta Education, Inc.	Body basics : activity guide.	TX0004406456	11/1/1996
Delta Education, Inc.	Body basics : activity journal.	TX0004406458	11/1/1996
Delta Education, Inc.	Brine shrimp : Delta project cards / William R. Brown, Edwin P. White.	TX0000957849	8/11/1982
Delta Education, Inc.	Bubble science activity guide.	TX0004406454	11/1/1996
Delta Education, Inc.	Bubble science activity journal.	TX0004406453	11/1/1996
Delta Education, Inc.	Butterflies and moths : DSM II teacher's guide.	TX0004440180	1/9/1997
Delta Education, Inc.	Chemical interactions : teacher's guide.	TX0003842875	2/27/1995
Delta Education, Inc.	Classroom plants : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004442733	1/9/1997
Delta Education, Inc.	Clay boats : Delta project cards / William R. Brown, Edwin P. White.	TX0000957850	8/11/1982
Delta Education, Inc.	Clear view of personal checking : simulations, activities, masters, visuals / author, Vicky L. Kouba.	TX0004406666	2/19/1997
Delta Education, Inc.	Color and light : teacher's guide.	TX0004043757	2/27/1995
Delta Education, Inc.	Communities.	TX0003593416	6/21/1993
Delta Education, Inc.	Communities : teacher's guide, level 5 / Robert C. Knott, Herbert D. Thier.	TX0003690485	9/30/1993
Delta Education, Inc.	Crystal creations : activity journal.	TX0004406455	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Delta Education, Inc., presents A feast of fractions / a menu of activities prepared by Sally Palow, Kathleen Knoblock, Myra Kennedy ... [et al.] ; cover ill. Rose Lowry.	TX0004406537	11/1/1996
Delta Education, Inc.	Delta game factory / Vicky L. Kouba.	TX0004406544	2/19/1997
Delta Education, Inc.	Delta project cards--Colored solutions / William R. Brown, Edwin P. White.	TX0000842525	10/26/1981
Delta Education, Inc.	Delta Volume Shake : teacher's guide.	TX0004409053	11/1/1996
Delta Education, Inc.	Dinosaur classification : teacher's guide.	TX0004440862	1/9/1997
Delta Education, Inc.	DNA--from genes to proteins : teacher's guide / author, Betty B. Hoskins.	TX0003845929	6/24/1994
Delta Education, Inc.	Earth, moon, and sun : teacher's guide / author[s], John G. Radzilowicz, 1952-, and Jan M. Derby ; ill. Nancy Schoefl.	TX0004442655	1/9/1997
Delta Education, Inc.	Earth movements : DSM II teacher's guide.	TX0004441527	1/9/1997
Delta Education, Inc.	Earth processes : teacher's guide.	TX0004440864	1/9/1997
Delta Education, Inc.	Earthworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957851	8/11/1982
Delta Education, Inc.	Ecosystems.	TX0003593418	6/21/1993
Delta Education, Inc.	Ecosystems : SCIS 3, teacher's guide, level 6 / Robert C. Knott, Herbert D. Thier.	TX0003690482	9/30/1993
Delta Education, Inc.	Electrical circuits : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004440927	1/9/1997
Delta Education, Inc.	Electrical connections : activity guide.	TX0004406463	11/1/1996
Delta Education, Inc.	Electrical connections : teacher's guide / author, Bob Roth.	TX0003830396	3/31/1994
Delta Education, Inc.	Electromagnetism activity journal.	TX0004409099	11/1/1996
Delta Education, Inc.	Electromagnetism : teacher's guide.	TX0004043755	2/27/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Energy sources.	TX0003602059	6/21/1993
Delta Education, Inc.	Environments.	TX0003593419	6/21/1993
Delta Education, Inc.	Environments : teacher's guide, level 4 / Robert C. Knott, Herbert D. Thier.	TX0003690484	9/30/1993
Delta Education, Inc.	Erosion : teacher's guide.	TX0004043756	2/27/1995
Delta Education, Inc.	Exploring geometry : intermediate.	TX0003423266	11/16/1992
Delta Education, Inc.	Exploring geometry : primary.	TX0003423267	11/16/1992
Delta Education, Inc.	Exploring number relationships : intermediate.	TX0003423265	11/16/1992
Delta Education, Inc.	Exploring probability / Fredda J. Friederwitzer, Barbara Berman, Beth Forrester.	TX0003423216	11/16/1992
Delta Education, Inc.	Exploring probability : primary / Vicky L. Kouba.	TX0003423215	11/16/1992
Delta Education, Inc.	Fast food for thought : Delta base 10 fries : teacher's guide / Carole Reesink.	TX0003627597	6/25/1993
Delta Education, Inc.	Fast Food for Thought : Delta Demimal Dog : teacher's guide.	TX0003485171	2/16/1993
Delta Education, Inc.	Fast food for thought : Delta fraction burger : teacher's guide / Carole Reesink and Linda Frost.	TX0003627596	6/25/1993
Delta Education, Inc.	Finding the moon : teacher's guide.	TX0004440865	1/9/1997
Delta Education, Inc.	Food chains and webs : DSM II teacher's guide.	TX0004441526	1/9/1997
Delta Education, Inc.	Fossil formations : activity guide.	TX0004406459	11/1/1996
Delta Education, Inc.	Fossil formations : activity journal.	TX0004406457	11/1/1996
Delta Education, Inc.	From seed to plant : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004446637	1/9/1997
Delta Education, Inc.	Fungi--small wonders : teacher's guide.	TX0003830394	3/31/1994
Delta Education, Inc.	Gases and "airs" : Delta project cards / William R. Brown, Edwin P. White.	TX0000957853	8/11/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	I Can't Believe It's Math! : discovering classroom math in after-school activities / Mary Ann Schroeder, Mar cay Burma-Washington	TX0003567974	5/28/1993
Delta Education, Inc.	If shipwrecks could talk : teacher's guide.	TX0004440866	1/9/1997
Delta Education, Inc.	Insect life : teacher's guide.	TX0003933407	2/27/1994
Delta Education, Inc.	Interaction and systems.	TX0003606743	6/21/1993
Delta Education, Inc.	Interaction and systems : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363133	6/3/1992
Delta Education, Inc.	Investigating water : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440919	1/9/1997
Delta Education, Inc.	Length and capacity : teacher's guide.	TX0004442792	1/9/1997
Delta Education, Inc.	Lenses and mirrors : teacher's guide / author, the National Learning Center ; ill./art production Nancy Schoefl.	TX0004442654	1/9/1997
Delta Education, Inc.	Life cycles.	TX0003606744	6/21/1993
Delta Education, Inc.	Life cycles : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363132	6/3/1992
Delta Education, Inc.	Looking at liquids : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004440926	1/9/1997
Delta Education, Inc.	Magnet magic activity guide.	TX0004409100	11/1/1996
Delta Education, Inc.	Magnets : teacher's guide / author, Joreen Hendry.	TX0003830397	3/31/1994
Delta Education, Inc.	Material objects.	TX0003606739	6/21/1993
Delta Education, Inc.	Material objects : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363134	6/3/1992
Delta Education, Inc.	Measuring : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440922	1/9/1997

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Delta Education, Inc.	Newtons toy box : teacher's guide / author, Carolyn Summers.	TX0003830398	3/31/1994
Delta Education, Inc.	Observing an aquarium : DSM II teacher's guide.	TX0004440179	1/9/1997
Delta Education, Inc.	Organisms.	TX0003606742	6/21/1993
Delta Education, Inc.	Organisms : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363131	6/3/1992
Delta Education, Inc.	Plant and animal life cycles : teacher's guide / editing Kathy Z. Allen and Kathy Talmadge ; ill./art production Nancy P. Schoefl.	TX0004440925	1/9/1997
Delta Education, Inc.	Plant and animal populations : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004440924	1/9/1997
Delta Education, Inc.	Pollution : teacher's guide.	TX0003845509	6/24/1994
Delta Education, Inc.	Pond life : teacher's guide.	TX0003933406	2/27/1994
Delta Education, Inc.	Populations.	TX0003606741	6/21/1993
Delta Education, Inc.	Populations : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363136	6/3/1992
Delta Education, Inc.	Powders and crystals : teacher's guide / editing Diana J. Reno ; ill./art production Nancy P. Schoefl.	TX0004440921	1/9/1997
Delta Education, Inc.	Properties : teacher's guide.	TX0004442793	1/9/1997
Delta Education, Inc.	Relative position and motion : SCIS 3, teacher's guide, level 4 / Herbert D. Thier, Robert C. Knott.	TX0003690483	9/30/1993
Delta Education, Inc.	Rock origins : activity journal.	TX0004411206	11/1/1996
Delta Education, Inc.	Rocks and minerals : teacher's guide : a Delta science module / editing Editorial Services Plus, copyediting Jill Farinelli ; design/production Ann V. Richardson ; ill./art production Nancy P. Schoefl ; cover design Nancy P. Schoefl.	TX0003784217	3/31/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Science in a Nutshell : flight! gliders to jets, activity journal.	TX0004414313	11/1/1996
Delta Education, Inc.	Scientific theories.	TX0003593417	6/21/1993
Delta Education, Inc.	Scientific theories.	TX0003602057	6/21/1993
Delta Education, Inc.	SCIS 3 energy sources.	TX0003577675	6/21/1993
Delta Education, Inc.	SCIS 3 relative position and motion.	TX0003577674	6/21/1993
Delta Education, Inc.	Simple machines : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004015686	2/27/1995
Delta Education, Inc.	Sink or float : Delta project cards / William R. Brown, Edwin P. White.	TX0000957852	8/11/1982
Delta Education, Inc.	Sink or float? : teacher's guide.	TX0004446585	1/9/1997
Delta Education, Inc.	Small things and microscopes : teacher's guide / author, Eileen Terrill ; contributors, Jeanne Dietsch, William Kennedy and Bradford Taylor ; ill. Phyllis Pittet and Susan Dunholter ; photography Paul McGuirk.	TX0003864322	6/24/1994
Delta Education, Inc.	Soil science : DSM II teacher's guide.	TX0004441525	1/9/1997
Delta Education, Inc.	Solar energy : teacher's guide.	TX0003845510	6/24/1994
Delta Education, Inc.	Solar system : teacher's guide / editing Editorial Services Plus and D. Louis Finsand ; ill./art production Nancy Schoefl.	TX0004446638	1/9/1997
Delta Education, Inc.	Sound : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004440920	1/9/1997
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406460	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406461	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406462	11/1/1996
Delta Education, Inc.	States of matter : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446636	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Strings & musical instruments : Delta project cards / William R. Brown, Edwin P. White.	TX0000957856	8/11/1982
Delta Education, Inc.	Subsystems and variables.	TX0003606740	6/21/1993
Delta Education, Inc.	Subsystems and variables : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363135	6/3/1992
Delta Education, Inc.	Sunshine and shadows : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446642	1/9/1997
Delta Education, Inc.	Water cycle : teacher's guide / editing Kathy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446639	1/9/1997
Delta Education, Inc.	Weather forecasting : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004446640	1/9/1997
Delta Education, Inc.	Weather instruments : teacher's guide.	TX0004440861	1/9/1997
Delta Education, Inc.	Weather watching : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004446641	1/9/1997
Delta Education, Inc.	Whistles : Delta project cards / William R. Brown, Edwin P. White.	TX0000957854	8/11/1982
Delta Education, Inc.	You and your body : teacher's guide.	TX0003830395	3/31/1994
Delta Education, LLC	About me.	TX0006236193	9/30/2005
Delta Education, LLC	Addition & subtraction student activity guide : no. 550-3530.	TX0005751741	5/8/2003
Delta Education, LLC	Addition & subtraction : teacher's guide.	TX0005752801	5/8/2003
Delta Education, LLC	Algebra : grades 3-4, student activity guide.	TX0005698998	5/8/2003
Delta Education, LLC	Algebra : grades 5-6, student activity guide.	TX0005698994	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 3-4.	TX0005751730	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 5-6.	TX0005751729	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Animal observatory : activity guide.	TX0005827574	8/12/2003
Delta Education, LLC	Animal observatory : activity journal.	TX0005827531	8/23/2003
Delta Education, LLC	Animals.	TX0006203855	7/28/2005
Delta Education, LLC	Area and volume formulas teacher's guide.	TX0005854001	11/21/2003
Delta Education, LLC	Base Ten Fries : math activities for Base Ten Fries.	TX0005866681	11/21/2003
Delta Education, LLC	Body basics : activity journal.	TX0005827635	8/13/2003
Delta Education, LLC	Breaking earth's hold : activity guide.	TX0005827561	8/12/2003
Delta Education, LLC	Breaking earth's hold : activity journal.	TX0005827540	8/12/2003
Delta Education, LLC	Bubble science : activity guide.	TX0005827624	8/12/2003
Delta Education, LLC	Bubble science : activity journal.	TX0005827633	8/12/2003
Delta Education, LLC	Butterflies and moths : teacher's guide.	TX0005914936	2/10/2004
Delta Education, LLC	Charge it! static electricity : activity guide.	TX0005827625	8/12/2003
Delta Education, LLC	Charge it! static electricity : activity journal.	TX0005827636	8/12/2003
Delta Education, LLC	Clear View--graphing : grades 5-8, teacher's guide : overhead transparencies, activity masters.	TX0005876336	11/21/2003
Delta Education, LLC	Clear view of decimals : activities, masters, visuals, applications.	TX0005876337	11/21/2003
Delta Education, LLC	Clear view of fractions : activities, masters, visuals, applications.	TX0005866615	11/21/2003
Delta Education, LLC	Clear view of percent : activities, masters, visuals, applications.	TX0005876334	11/21/2003
Delta Education, LLC	Clear view of personal checking : simulations, activities, masters, visuals.	TX0005876338	11/21/2003
Delta Education, LLC	Clear view of tessellations : activities, masters, visuals.	TX0005866614	11/21/2003
Delta Education, LLC	Clear view ratio & proportion.	TX0005876330	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Clever levers : activity guide.	TX0005827580	8/12/2003
Delta Education, LLC	Clever levers : activity journal.	TX0005827583	8/12/2003
Delta Education, LLC	Color and light : teacher's guide.	TX0005920199	2/10/2004
Delta Education, LLC	Crystal creations : activity guide.	TX0005827618	8/12/2003
Delta Education, LLC	Crystal creations : activity journal.	TX0005827616	8/12/2003
Delta Education, LLC	Data analysis and probability student activity guide / written by Eve Laubner Thibodeau ; editor, Kathryn S. Daniel ; graphic artist, Janis Rattet ; illustrator, Laurel Aiello.	TX0005748234	5/8/2003
Delta Education, LLC	Data analysis and probability teacher's guide : no. 450-3563.	TX0005751739	5/8/2003
Delta Education, LLC	Decimal Dog : math activities for the Decimal Dog.	TX0005866680	11/21/2003
Delta Education, LLC	Delta science module / by Ana Costa.	TX0005808261	8/12/2003
Delta Education, LLC	Delta science module : from seed to plant.	TX0005808265	8/12/2003
Delta Education, LLC	Delta science module : plant and animal life cycles	TX0005808263	8/12/2003
Delta Education, LLC	Delta science module : properties.	TX0005808262	8/12/2003
Delta Education, LLC	Delta science module : simple machines.	TX0005808264	8/12/2003
Delta Education, LLC	Delta science module, third edition : matter and change.	TX0006236223	9/30/2005
Delta Education, LLC	Destination, moon : activity guide.	TX0005827581	8/12/2003
Delta Education, LLC	Destination moon : activity journal.	TX0005827524	8/12/2003
Delta Education, LLC	Detective lab : activity guide.	TX0005827634	8/12/2003
Delta Education, LLC	Detective lab : activity journal.	TX0005827638	8/12/2003
Delta Education, LLC	Dinosaurs and fossils : teacher's guide.	TX0005920198	2/10/2004
Delta Education, LLC	Discovery guide dinosaurs : pre-K.	TX0005752836	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education LLC	Discovery guide : health and nutrition : pre-K.	TX0005752843	5/8/2003
Delta Education LLC	Discovery guide : insects and spiders : pre-K.	TX0005752839	5/8/2003
Delta Education LLC	Discovery guide : oceans : pre-K.	TX0005752838	5/8/2003
Delta Education LLC	Discovery guide : trees : pre-K.	TX0005752837	5/8/2003
Delta Education LLC	Discovery guide : weather : pre-K.	TX0005752842	5/8/2003
Delta Education, LLC	Earth.	TX0006226019	7/28/2005
Delta Education, LLC	Earth & sun : activity guide.	TX0005827549	8/12/2003
Delta Education, LLC	Earth & sun : activity journal.	TX0005827550	8/12/2003
Delta Education, LLC	Earth movements : teacher's guide.	TX0005914938	2/10/2004
Delta Education, LLC	Earth processes.	TX0006203858	7/28/2005
Delta Education, LLC	Electrical connections : activity guide.	TX0005827564	8/12/2003
Delta Education, LLC	Electrical connections : activity journal.	TX0005827631	8/12/2003
Delta Education, LLC	Electromagnetism : activity guide.	TX0005827575	8/12/2003
Delta Education, LLC	Electromagnetism : activity journal.	TX0005827614	8/12/2003
Delta Education, LLC	Energy & motion : activity guide.	TX0005827563	8/12/2003
Delta Education, LLC	Energy & motion : activity journal.	TX0005827629	8/12/2003
Delta Education, LLC	Feast of fractions : math activities for the Fraction Burger.	TX0005866682	11/21/2003
Delta Education, LLC	Flight and rocketry : teacher's guide.	TX0005914937	2/10/2004
Delta Education, LLC	Flight! gliders to jets : activity guide.	TX0005827578	8/12/2003
Delta Education, LLC	Flight! gliders to jets : activity journal.	TX0005827615	8/12/2003
Delta Education, LLC	Flowering plants : activity guide.	TX0005827528	8/12/2003
Delta Education, LLC	Flowering plants : activity journal.	TX0005827559	8/12/2003
Delta Education, LLC	Force and motion.	TX0005698992	5/8/2003
Delta Education, LLC	Fossil formations : activity guide.	TX0005827639	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Fossil formations : activity journal.	TX0005827619	8/12/2003
Delta Education, LLC	Fraction Burger : math activities for the Fraction Burger.	TX0005866683	11/21/2003
Delta Education, LLC	Fraction concepts : student activity guide.	TX0005698997	5/8/2003
Delta Education, LLC	Fraction concepts teacher's guide : no. 450-3366.	TX0005751738	5/8/2003
Delta Education, LLC	Fractions and decimals student activity guide : no. 550-3541.	TX0005751743	5/8/2003
Delta Education, LLC	Fractions and decimals teacher's guide : no. 450-3399.	TX0005751745	5/8/2003
Delta Education, LLC	From seed to plant.	TX0005752831	5/8/2003
Delta Education, LLC	Gases : activity journal.	TX0005827530	8/12/2003
Delta Education, LLC	Gasses : activity guide.	TX0005827573	8/23/2003
Delta Education, LLC	Gears at work : activity guide.	TX0005827626	8/12/2003
Delta Education, LLC	Gears at work : activity journal.	TX0005827623	8/12/2003
Delta Education, LLC	Geometry student activity guide : grades 3-4.	TX0005751725	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 3-4.	TX0005751726	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 5-6.	TX0005751734	5/8/2003
Delta Education, LLC	Graphing : grades 1-3, teacher's guide.	TX0005876335	11/21/2003
Delta Education, LLC	Hexagonoes addition and subtraction : level 2, teacher guide.	TX0005867049	11/21/2003
Delta Education, LLC	Hexagonoes base ten : teacher guide.	TX0005867050	11/21/2003
Delta Education, LLC	Hexagonoes fractions with Delta's Fraction Burger : teacher guide.	TX0005867054	11/21/2003
Delta Education, LLC	Hexagonoes money : teacher guide.	TX0005867052	11/21/2003
Delta Education, LLC	Hexagonoes multiplication : level 1, teacher guide.	TX0005867055	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Hexagones order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagones patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagones percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagones ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagones scientific notation : teacher guide.	TX0005867051	11/21/2003
Delta Education, LLC	How do we learn?	TX0006203857	7/28/2005
Delta Education, LLC	Human machine : activity guide.	TX0005827572	8/12/2003
Delta Education, LLC	Human machine : activity journal.	TX0005827558	8/12/2003
Delta Education, LLC	Interaction and systems : Delta Education SCIS 3+ : level 2 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832399	11/21/2003
Delta Education, LLC	Investigating water : teacher's guide.	TX0005914935	2/10/2004
Delta Education, LLC	Is it alive? : activity guide	TX0005827525	8/12/2003
Delta Education, LLC	Is it alive? : activity journal.	TX0005827582	8/12/2003
Delta Education, LLC	Liquids : activity guide.	TX0005827584	8/12/2003
Delta Education, LLC	Liquids : activity journal.	TX0005827548	8/12/2003
Delta Education, LLC	Magnet magic : activity guide.	TX0005827576	8/12/2003
Delta Education, LLC	Magnet magic : activity journal.	TX0005827622	8/13/2003
Delta Education, LLC	Magnets : teacher's guide.	TX0005914934	2/10/2004
Delta Education, LLC	Material objects : Delta Education SCIS 3+.	TX0005867363	11/21/2003
Delta Education, LLC	Math tune-ups : addition and subtraction : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748060	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Math tune-ups : fractions : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748061	5/8/2008
Delta Education, LLC	Math Tune-Ups : multiplication and division : teacher's guide.	TX0005752847	5/8/2003
Delta Education, LLC	Measurement student activity guide / Eve Laubner Thibodeau, Lisa Lachance, John Prescott, and Mathew Bacon ; ill. by Coni Porter, Nancy Schoefl and Cheryl Wolf..	TX0005748238	5/8/2003
Delta Education, LLC	Measurement student activity guide / written and edited by Eve Laubner ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748235	5/8/2003
Delta Education, LLC	Measurement teacher's guide : grades 1-3 : transparency teaching system.	TX0005853992	11/21/2003
Delta Education, LLC	Measurment teacher's guide : grades 2-3.	TX0005751727	5/8/2003
Delta Education, LLC	Measurment teacher's guide : grades 4-5.	TX0005751728	5/8/2003
Delta Education, LLC	Metric tools : student activity guide.	TX0005698993	5/8/2003
Delta Education, LLC	Metric tools teacher's guide : no. 450-3552.	TX0005751736	5/8/2003
Delta Education, LLC	Microworlds : activity guide.	TX0005827586	8/12/2003
Delta Education, LLC	Microworlds : activity journal.	TX0005827539	8/12/2003
Delta Education, LLC	Money : student activity guide.	TX0005698996	5/8/2003
Delta Education, LLC	Money teacher's guide : no. 450-3377.	TX0005751744	5/8/2003
Delta Education, LLC	Multiplication and division student activity guide : no. 550-3728.	TX0005751742	5/8/2003
Delta Education, LLC	Multiplication and division teacher's guide : no. 450-3530.	TX0005751735	5/8/2003
Delta Education, LLC	Newton's toy box.	TX0006203859	7/28/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Oceans alive! : activity guide.	TX0005827543	8/12/2003
Delta Education, LLC	Oceans alive! : activity journal.	TX0005827571	8/12/2003
Delta Education, LLC	Oceans in motion : activity guide.	TX0005827551	8/12/2003
Delta Education, LLC	Oceans in motion : activity journal.	TX0005827569	8/12/2003
Delta Education, LLC	One & only you : activity guide.	TX0005827557	8/12/2003
Delta Education, LLC	One & only you : activity journal.	TX0005827538	8/12/2003
Delta Education, LLC	Organisms : Delta Education SCIS 3+.	TX0005867362	11/21/2003
Delta Education, LLC	Our changing earth : activity guide.	TX0005827533	8/12/2003
Delta Education, LLC	Our changing earth : activity journal.	TX0005827545	8/12/2003
Delta Education, LLC	Peek inside you : activity guide.	TX0005827587	8/12/2003
Delta Education, LLC	Peek inside you : activity journal.	TX0005827532	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity guide.	TX0005827585	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity journal.	TX0005827526	8/12/2003
Delta Education, LLC	Planets & stars : activity guide.	TX0005827522	8/12/2003
Delta Education, LLC	Planets & stars : activity journal.	TX0005827570	8/12/2003
Delta Education, LLC	Plants.	TX0006203856	7/28/2005
Delta Education, LLC	Pollution : teacher's guide.	TX0005805185	2/10/2004
Delta Education, LLC	Ponds & streams : activity guide.	TX0005827529	8/12/2003
Delta Education, LLC	Ponds & streams : activity journal.	TX0005827560	8/12/2003
Delta Education, LLC	Populations : level 3 : Delta Education SCIS 3+ teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005876332	11/21/2003
Delta Education, LLC	Pre-algebra teacher's guide : grades 5 to 8 : transparency teaching system.	TX0005853991	11/21/2003
Delta Education, LLC	Probability : student activity guide.	TX0005752846	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Probability teacher's guide : no. 450-3421.	TX0005751733	5/8/2003
Delta Education, LLC	Problem solving student activity guide, grade 3-4 / written by Patti Vyzralek ; ill. by Nancy Schoefl.	TX0005748233	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 3-4.	TX0005751732	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 5-6.	TX0005751731	5/8/2003
Delta Education, LLC	Properties.	TX0005752832	5/8/2003
Delta Education, LLC	Pulley power : activity guide.	TX0005827562	8/12/2003
Delta Education, LLC	Pulley power : activity journal.	TX0005827547	8/12/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748237	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748236	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent teacher's guide : no. 450-3541.	TX0005751740	5/8/2003
Delta Education, LLC	Reasoning with patterns teacher's guide : grades 1-3.	TX0005876333	11/21/2003
Delta Education, LLC	Rock origins : activity guide.	TX0005827577	8/12/2003
Delta Education, LLC	Rock origins : activity journal.	TX0005827568	8/12/2003
Delta Education, LLC	Rocks and minerals.	TX0005913101	2/10/2004
Delta Education, LLC	Rocks and minerals : teacher's guide.	TX0005920197	2/10/2004
Delta Education, LLC	Science in a nutshell : weather wise activity guide.	TX0005806904	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Scientific theories : Delta Education SCIS 3+ : level 6 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832400	11/21/2003
Delta Education, LLC	SCIS 3+ communités : student journal.	TX0005876161	11/21/2003
Delta Education, LLC	SCIS 3+ ecosystems : student journal.	TX0005876166	11/21/2003
Delta Education, LLC	SCIS 3+ energy sources : student journal.	TX0005876165	11/21/2003
Delta Education, LLC	SCIS 3+ environments : student journal.	TX0005876168	11/21/2003
Delta Education, LLC	SCIS 3+ interaction and systems : student journal.	TX0005876160	11/21/2003
Delta Education, LLC	SCIS 3+ life cycles : student journal.	TX0005876162	11/21/2003
Delta Education, LLC	SCIS 3+ populations : student journal.	TX0005876163	11/21/2003
Delta Education, LLC	SCIS 3+ relative position and motion : student journal.	TX0005876164	11/21/2003
Delta Education, LLC	SCIS 3+ scientific theories : student journal.	TX0005876159	11/21/2003
Delta Education, LLC	SCIS 3+ subsystems and variables : student journal.	TX0005876167	11/21/2003
Delta Education, LLC	Seed mysteries : activity guide.	TX0005827627	8/12/2003
Delta Education, LLC	Seed mysteries : activity journal.	TX0005827617	8/12/2003
Delta Education, LLC	Sky.	TX0006236194	9/30/2005
Delta Education, LLC	Small wonders : activity guide.	TX0005827556	8/12/2003
Delta Education, LLC	Small wonders : activity journal.	TX0005827541	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity guide.	TX0005827567	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity journal.	TX0005827579	8/12/2003
Delta Education, LLC	Soil science : teacher's guide.	TX0005914933	2/10/2004
Delta Education, LLC	Soil studies : activity guide.	TX0005827523	8/12/2003
Delta Education, LLC	Soil studies : activity journal.	TX0005827542	8/12/2003
Delta Education, LLC	Solids : activity guide.	TX0005827527	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Solids : activity journal.	TX0005827534	8/12/2003
Delta Education, LLC	Sorting.	TX0006203793	7/28/2005
Delta Education, LLC	Sound vibrations : activity guide.	TX0005827632	8/12/2003
Delta Education, LLC	Sound vibrations : activity journal.	TX0005827621	8/12/2003
Delta Education, LLC	Student activity guide.	TX0005752834	5/8/2003
Delta Education, LLC	Subsystems and variables : Delta Education SCIS 3+ : level 3 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832401	11/21/2003
Delta Education, LLC	Sunshine and shadows : teacher's guide.	TX0005805188	2/10/2004
Delta Education, LLC	Time : student activity guide.	TX0005698995	5/8/2003
Delta Education, LLC	Time teacher's guide : no. 450-3355.	TX0005751737	5/8/2003
Delta Education, LLC	Vision & hearing : activity guide.	TX0005827566	8/12/2003
Delta Education, LLC	Vision & hearing : activity journal.	TX0005827637	8/12/2003
Delta Education, LLC	Water cycle : activity guide.	TX0005827535	8/12/2003
Delta Education, LLC	Water cycle : activity journal.	TX0005827536	8/12/2003
Delta Education, LLC	Water cycle : teacher's guide.	TX0005805186	2/10/2004
Delta Education, LLC	Water physics : activity guide.	TX0005827537	8/12/2003
Delta Education, LLC	Water physics : activity journal.	TX0005827620	8/12/2003
Delta Education, LLC	Weather.	TX0006203792	7/28/2005
Delta Education, LLC	Weather watching : teacher's guide.	TX0005810349	8/12/2003
Delta Education, LLC	Weather wise : activity journal.	TX0005827630	8/12/2003
Delta Education, LLC	Wheels at work : activity guide.	TX0005827546	8/12/2003
Delta Education, LLC	Wheels at work : activity journal.	TX0005827544	8/12/2003
Delta Education, LLC	Where is it? is it moving?	TX0006236195	9/30/2005
Delta Education, LLC	Work plane & simple : activity guide.	TX0005827565	8/12/2003
Delta Education, LLC	Work plane & simple : activity journal.	TX0005827628	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Educaion	Electromagnetism reader	TX0006403153	6/26/2006
Delta Educaion	Plant and animal population reader	TX0006403154	6/26/2006
Delta Educaion	Erosion reader	TX0006403155	6/26/2006
Delta Educaion	Plants reader	TX0006403156	6/26/2006
Delta Educaion	Matter	TX0006403157	6/26/2006
Delta Educaion	Sink or float? Reader	TX0006403158	6/26/2006
Delta Educaion	Earth, moon, and sun reader	TX0006403159	6/26/2006
Delta Educaion	DNA : from genes to protein reader	TX0006403160	6/26/2006
Rand McNally & Company	Subsystems and variables : (level 3), teacher's guide	TX0000277639	7/10/1979
Rand McNally & Company	Ecosystems : (level 6), teacher's guide	TX0000277640	7/10/1979
Rand McNally & Company	Communities : level 5 : teacher's guide	TX0000279334	7/10/1979
Rand McNally & Company	Organisms : level 1 : teacher's guide	TX0000279335	7/10/1979
Rand McNally & Company	Scientific theories : level 6 : teacher's guide	TX0000279336	7/10/1979
Rand McNally & Company	Life cycles : level 2 :teacher's guide	TX0000279337	7/10/1979
Rand McNally & Company	Energy sources : level 5 : teacher's guide	TX0000285176	7/10/1979
Rand McNally & Company	Populations : level 3 : teacher's guide	TX0000285177	7/10/1979
Rand McNally & Company	Interactions and systems : level 2 : teacher's guide	TX0000285178	7/10/1979
Rand McNally & Company	Environments : level 4 : teacher's guide	TX0000285179	7/10/1979
Rand McNally & Company	Material objects : level 1 : teacher's guide	TX0000285180	7/10/1979
Rand McNally & Company	Relative position and motion : level 4 : teacher's guide	TX0000285181	7/10/1979
Rand McNally & Company	Beginnings : kindergarten or preschool : teacher's guide	TX0000285182	7/10/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Rand McNally & Company	Energy sources	TX0000334304	9/17/1979
Rand McNally & Company	Scientific theories	TX0000334305	9/17/1979
Rand McNally & Company	Materials objects	TX0000334306	9/17/1979
Rand McNally & Company	Interaction and systems	TX0000334307	9/17/1979
Rand McNally & Company	Subsystems and variables	TX0000334308	9/17/1979
Rand McNally & Company	Relative position and motion	TX0000334309	9/17/1979
Rand McNally & Company	Ecosystems	TX0000334310	9/17/1979
Rand McNally & Company	Communities	TX0000334311	9/17/1979
Rand McNally & Company	Environments	TX0000334312	9/17/1979
Rand McNally & Company	Populations	TX0000334313	9/17/1979
Rand McNally & Company	Life cycles	TX0000334314	9/17/1979
Rand McNally & Company	Organisms	TX0000336509	9/17/1979

EDUCATORS PUBLISHING SERVICE

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service [sic], Inc.	Challenge in phonic skills, Chips, a developmental phonics bingo game / Lenore Miller and Caroline Peck.	TX0000500978	6/2/1980
Educators Publishing Service	Activity book for Explode the code wall chart / Nancy M. Hall.	TX0005637555	10/24/2002
Educators Publishing Service	Alphabet series : vol. 3.	TX0006402188	6/30/2006
Educators Publishing Service	Alphabet song and dance.	TX0006358160	5/5/2006
Educators Publishing Service	Analogies 1 : 6 analogy and 6 vocabulary quizzes / Arthur Liebman.	TX0002771943	3/5/1990
Educators Publishing Service	Analogies : 2 / Arthur Liebman.	TX0002509439	2/14/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Analogies 3 : problem-solving strategies, exercises for analysis, vocabulary study / Arthur Liebman.	TX0002250942	2/9/1988
Educators Publishing Service	Animals in disguise.	TX0006447433	6/12/2006
Educators Publishing Service	Ant's mitten.	TX0006358159	5/5/2006
Educators Publishing Service	Attack math : division 3.	TX0001867430	7/15/1986
Educators Publishing Service	Attack math : division 3 : arithmetic tasks to advance computational knowledge / Carol Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0002069178	2/11/1986
Educators Publishing Service	Attack math : multiplication book 2.	TX0001577746	5/21/1985
Educators Publishing Service	Attack math : subtraction book 2.	TX0001577743	5/21/1985
Educators Publishing Service	Beginning paragraph meaning / Joanne Carlisle.	TX0003989436	12/15/1994
Educators Publishing Service	Beginning reading with sight words / written by Betty Kracht Johnson ; illustrated by William M. Sheets 2nd	TX0005612967	9/9/2002
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0003989435	12/15/1994
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0002052658	4/27/1987
Educators Publishing Service	Beginning word meaning / Joanne Carlisle.	TX0002052659	4/27/1987
Educators Publishing Service	Big dreams / by Jackie Weisman ; illustrated by Wednesday Kirwan.	TX0006419315	8/16/2006
Educators Publishing Service	Bug and I.	TX0006420022	8/16/2006
Educators Publishing Service, Inc.	Capitalization and punctuation : rules and writing / Kim Anton, Maria Sweeney.	TX0005578774	6/26/2002
Educators Publishing Service, a division of School Specialty, Inc.	Chief and the Mouse et al.	TX0007038271	9/3/2009
Educators Publishing Service	Climb aboard! / by Theresa Trinder ; illustrated by Randy Chewning.	TX0006419313	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Composition starters.	TX0001501245	1/30/1985
Educators Publishing Service	Cursive writing skills / Diana Hanbury King.	TX0002250989	2/9/1988
Educators Publishing Service	Cursive writing skills for left and right-handed students.	TX0006186011	3/14/2005
Educators Publishing Service	Duplicator masters for learning to use manuscript handwriting / Beth H. Slingerland, Marty S. Aho.	TX0001577649	5/21/1985
Educators Publishing Service, Inc.	Dyslexia over the lifespan : a fifty-five-year longitudinal study / Margaret B. Rawson.	TX0004050370	4/18/1995
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002251474	2/9/1988
Educators Publishing Service,	Dyslexia training program : schedule IIIB / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002704371	12/11/1989
Educators Publishing Service	Early reading comprehension in varied subject matter : book D.	TX0001501246	1/30/1985
Educators Publishing Service	Egg.	TX0006402185	6/30/2006
Educators Publishing Service	Einstein's who, what, and where : bk. 3 / Carol Einstein.	TX0006083201	12/23/2004
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading / by William F. McCart.	TX0004009354	1/26/1995
Educators Publishing Service, a division of School Specialty, Inc.	EPS Online Test Generator.	TX0007019706	8/31/2009
Educators Publishing Service	Explode the code 2 1/2.	TX0001867184	7/15/1986
Educators Publishing Service, Inc.	Explode the code : 3 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707533	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707532	10/30/1989
Educators Publishing Service	Explode the code : [bk.] 3 / Nancy Hall, Rena Price.	TX0005696363	2/24/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Explode the code book 6.	TX0001573686	5/21/1985
Educators Publishing Service	Explode the code : book 8.	TX0001501242	1/30/1985
Educators Publishing Service	Explode the code books 1 and 2 : teacher's guide and key / Nancy M. Hall.	TX0006085243	12/23/2004
Educators Publishing Service	Explode the code, books 5 and 6 : teacher's guide and key / Nancy M. Hall.	TX0006083198	12/23/2004
Educators Publishing Service	Explode the code books 7 and 8 : teacher's guide and key / Nancy M. Hall.	TX0006085244	12/23/2004
Educators Publishing Service	Explode the code for English language learners.	TX0006211703	4/1/2005
Educators Publishing Service	Explode the code : teacher's guide for bks. 3 & 4.	TX0006171190	3/4/2005
Educators Publishing Service	Explode the code : teacher's guide for books A, B, and C.	TX0006211705	4/1/2005
Educators Publishing Service	Explore the code : placement tests for books A-C and 1-8.	TX0006124499	3/4/2005
Educators Publishing Service	Fossil fun / by Elissa Gershowitz ; illustrated by James Noel Smith.	TX0006419312	8/16/2006
Educators Publishing Service	Game plan : building language skills with games : a sourcebook for teaching the sentence / by Joanna W. Kennedy.	TX0005915727	2/17/2004
Educators Publishing Service	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0006018543	8/30/2004
Educators Publishing Service, Inc.	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0005578778	5/17/2002
Educators Publishing Service	Gifts for Cecil.	TX0006332452	5/5/2006
Educators Publishing Service	Glen's clubhouse.	TX0006409227	6/30/2006
Educators Publishing Service	Grizzlies.	TX0006332458	5/5/2006
Educators Publishing Service	Gulmamadak the Great.	TX0006447431	6/30/2006
Educators Publishing Service	Hop for soup.	TX0006420021	8/16/2006
Educators Publishing Service	Hungry raccoons.	TX0006358158	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Hurdles : MTA reader 4 / written and illustrated by Norma Jackson, Suzanne Brubaker, Joy Crouch.	TX0002725011	1/5/1990
Educators Publishing Service	Jump right into reading : a phonics-based reading and comprehension program / Jane Ervin ; ill. by Tatjana Mai-Wyss	TX0005989440	6/4/2004
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 2 / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005578779	5/17/2002
Educators Publishing Service	Just write : an elementary writing sourcebook : bk. 2, teacher's guide / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005659317	12/23/2002
Educators Publishing Service	Just write : creativity and craft in writing : teacher's guide / Alexandra S. Bigelow, Elise S. Wilmerding.	TX0006083199	12/23/2004
Educators Publishing Service	Keyboarding skills.	TX0006211638	4/1/2005
Educators Publishing Service	Learning to listen : a program to improve classroom listening skills in a variety of situations / by William F. McCart.	TX0002680281	10/20/1989
Educators Publishing Service	Letters have fun.	TX0006402186	6/30/2006
Educators Publishing Service	Level 7, blackline master.	TX0006420241	8/16/2006
Educators Publishing Service	Level 7 workbook.	TX0006420242	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Literacy Leaders: 10-Minute Lessons for Phonological Awareness.	TX0007045512	9/8/2009
Educators Publishing Service	Loch Ness monster : fact or fiction?	TX0006332453	5/5/2006
Educators Publishing Service	Making connections : bk. 1.	TX0006491878	1/9/2007
Educators Publishing Service	Making connections : bk. 2.	TX0006420244	8/16/2006
Educators Publishing Service	Making connections : bk. 5.	TX0006420240	8/16/2006
Educators Publishing Service	Making connections : bk. 6.	TX0006491877	1/9/2007
Educators Publishing Service	Making connections : book 3.	TX0006421617	8/16/2006
Educators Publishing Service	Making connections : book 4.	TX0006421616	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Making connections : book 5.	TX0006421615	8/16/2006
Educators Publishing Service	Max's pigpen.	TX0006358157	5/5/2006
Educators Publishing Service, a division of School Specialty, Inc.	MCI Aqua Library.	TX0007397294	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Aqua.	SR0000654688	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Crimson.	SR0000654689	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Gold.	SR0000654690	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Aqua.	TX0007170146	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Crimson.	TX0007170159	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Gold.	TX0007192438	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Aqua.	PA0001702201	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Crimson.	PA0001702204	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Gold.	PA0001702207	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Crimson Library.	TX0007397310	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Gold Library.	TX0007397326	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Pre- and Post-Tests.	TX0007177727	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Program Implementation Guide.	TX0007177724	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Aqua.	TX0007192403	5/5/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Crimson.	TX0007170119	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Gold.	TX0007192429	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Aqua.	TX0007192433	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Crimson.	TX0007177723	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Gold.	TX0007192408	5/5/2010
Educators Publishing Service	Megawords 1.	TX0001867425	7/15/1986
Educators Publishing Service	Megawords : 4.	TX0001451006	11/5/1984
Educators Publishing Service	Megawords 5 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001501256	1/30/1985
Educators Publishing Service	Megawords 7.	TX0001867429	7/15/1986
Educators Publishing Service	Megawords : assessment of decoding and encoding skills : a criterion-referenced test : test manual / Kristin Johnson.	TX0005755639	6/21/2003
Educators Publishing Service	More content words.	TX0006410178	5/5/2006
Educators Publishing Service	Mountain biking adventure.	TX0006447430	6/30/2006
Educators Publishing Service	MTA, multisensory teaching approach / Margaret Taylor Smith.	TX0002256034	2/9/1988
Educators Publishing Service	Multisensory teaching approach / by Margaret Taylor Smith.	TX0002258364	2/9/1988
Educators Publishing Service	Multisensory teaching approach program : 3[-5] / Margaret Taylor Smith.	TX0002622086	2/14/1989
Educators Publishing Service	Music shop bop.	TX0006402187	6/30/2006
Educators Publishing Service	My content words.	TX0006410177	5/5/2006
Educators Publishing Service	My special star.	TX0006332456	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Paragraph book : bk. 1, Writing the how-to paragraph : teacher's guide. / Diane Tucker-LaPlount.	TX0005659316	12/23/2002
Educators Publishing Service	Paragraph book : bk. 2 : writing the paragraph that tells a story / Dianne Tucker-LaPlount.	TX0005782787	6/21/2003
Educators Publishing Service	Paragraph book : bk. 3, writing expo paragraphs : the paragraph that names things, the example paragraph, the paragraph that tells why / Dianne Tucker-LaPlount.	TX0005915229	2/10/2004
Educators Publishing Service	Paragraph meaning 1 / Joanne Carlisle.	TX0003989437	12/15/1994
Educators Publishing Service	Peeramid : examiner's manual.	TX0001604650	5/21/1985
Educators Publishing Service	Pen pals.	TX0006332460	5/5/2006
Educators Publishing Service	Pennies.	TX0006332454	5/5/2006
Educators Publishing Service	Phonics for thought : bk. A / Lorna C. Reed with Louise S. O'Rourke ; illustrated by Edith D. Wile.	TX0002509438	2/14/1989
Educators Publishing Service	Phonics Plus A : English language learners differentiated instruction guide.	TX0006304351	1/6/2006
Educators Publishing Service	Phonics plus A : learning differences differentiated instruction guide / Renee A. Greenfield.	TX0006308053	1/6/2006
Educators Publishing Service	Phonics Plus A : literature chart.	TX0006323706	3/23/2006
Educators Publishing Service	Phonics plus A literature chart.	TX0006355260	2/13/2006
Educators Publishing Service	Phonics plus A : reteach and practice differentiated instruction guide.	TX0006373495	1/6/2006
Educators Publishing Service	Phonics Plus B : English language learners differentiated instruction guide.	TX0006304353	1/6/2006
Educators Publishing Service	Phonics Plus B : learning differences differentiated instruction guide.	TX0006304350	1/6/2006
Educators Publishing Service	Phonics plus B : reteach and practice : differentiated instruction guide / Beth G. Davis.	TX0006308054	1/6/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Phonics plus C.	TX0006420243	8/16/2006
Educators Publishing Service	Phonics Plus C : English language learners differentiated instruction guide.	TX0006304352	1/6/2006
Educators Publishing Service	Phonics Plus C : learning differences differentiated instruction guide.	TX0006299836	1/6/2006
Educators Publishing Service	Phonics plus decodable readers : level C.	TX0006496458	1/9/2007
Educators Publishing Service	Phonics Plus K.	TX0006299839	1/6/2006
Educators Publishing Service	Phonics Plus K.	TX0006299840	1/6/2006
Educators Publishing Service	Phonics plus picture glossary.	TX0006308264	1/6/2006
Educators Publishing Service	Piano lessons.	TX0006332455	5/5/2006
Educators Publishing Service	Pip and the snow cat.	TX0006358161	5/5/2006
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 2 / by Carol Clark and Alison Draper.	TX0005578780	5/17/2002
Educators Publishing Service	Pop and the bug.	TX0006358162	5/5/2006
Educators Publishing Service	Quit it, Frank! / by John Porell ; illustrated by Jamie Smith.	TX0006419314	8/16/2006
Educators Publishing Service	Rainbows.	TX0006421027	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Rainbows et al.	TX0007038240	9/3/2009
Educators Publishing Service	Rat on the mat.	TX0006409226	1/30/2006
Educators Publishing Service	Reading from scratch : teacher's manual.	TX0001867424	7/15/1986
Educators Publishing Service	Reading from scratch : workbook 2.	TX0001867428	7/15/1986
Educators Publishing Service	Reading : the right start : a practical guide for teaching reading readiness and reading / Toni S. Guild.	TX0002250943	2/9/1988
Educators Publishing Service	Ready, set, go picture-letter cards / Nancy Hall.	TX0003071667	5/17/1991
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002251471	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002509457	2/14/1989
Educators Publishing Service	Reasoning skills, paragraph meaning, sentence meaning, word meaning : lvl. 1.	TX0001867423	7/15/1986
Educators Publishing Service	Recipe for reading / Frances Bloom and Nina Traub.	TX0005601629	9/11/2002
Educators Publishing Service	Recipe for reading : intervention strategies for struggling readers.	TX0006173001	3/4/2005
Educators Publishing Service	Recipe for reading sequence chart and sound cards.	TX0006242894	3/14/2005
Educators Publishing Service	Recipe for reading : workbook, 1.	TX0006118865	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 2 / Connie Russo.	TX0006213853	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 3 / by Connie Russo.	TX0006124475	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 4 / Connie Russo.	TX0006124479	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 5 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124448	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 6 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124474	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 7.	TX0006211637	4/1/2005
Educators Publishing Service	Recipe for reading : workbook 8.	TX0006211706	4/1/2005
Educators Publishing Service, a division of School Specialty, Inc.	Rescue dogs et al.	TX0007038300	9/3/2009
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : bk. 3.	TX0006148033	12/23/2004
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : teacher's key, bk. 3.	TX0006211704	4/1/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Roberto Clemente.	TX0006421026	8/16/2006
Educators Publishing Service	Search and sort : discovering patterns in sounds, letters and words / Katherine Scaper.	TX0005612966	9/9/2002
Educators Publishing Service	Senior precis practice pad : with examples taken from the essay type examinations formerly issued by the C. C. C. B., M. I. T., and Regents English examinations / by Paul W. Lehmann.	TX0002069179	2/11/1986
Educators Publishing Service	Shane.	TX0006332457	5/5/2006
Educators Publishing Service	Skating day.	TX0006332451	5/5/2006
Educators Publishing Service	Slingerland screening for identifying children with specific language disability : form A, B, C and teacher's manual.	TX0006173289	3/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Are Often Confused Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080673	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	Some Words Have Greek Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080649	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Have Latin Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080633	5/14/2009
Educators Publishing Service	Sound workbook : 1.	TX0001501243	1/30/1985
Educators Publishing Service	Specific dyslexia and other development problems in children : a synopsis / Lucius Waites.	TX0002724883	1/5/1990
Educators Publishing Service	Specific dyslexia and other developmental problems in children : a synopsis / Lucius Waites.	TX0002778894	2/22/1990
Educators Publishing Service, Inc.	Spellbound : phonic reading & spelling / Elsie T. Rak.	TX0005093910	11/16/1999
Educators Publishing Service	Spelling dictionary for beginning writers / by Gregory Hurray.	TX0002250994	2/9/1988
Educators Publishing Service, Inc.	Spellwell : book A / Nancy Hall.	TX0004051343	10/26/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE decodable readers : set 1A.	TX0006496459	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 2A.	TX0006496409	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 2B.	TX0007056957	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 3A.	TX0006496457	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 3B.	TX0007056302	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 4A.	TX0006496411	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 5A.	TX0006496412	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 6A.	TX0006496410	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491884	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491885	1/9/2007
Educators Publishing Service	SPIRE--level 1 blackline master.	TX0006173140	3/4/2005
Educators Publishing Service	SPIRE level 1 reader / Sheila Clark-Edmands.	TX0006124477	3/4/2005
Educators Publishing Service	SPIRE--level 1 teacher's guide.	TX0006173141	3/4/2005
Educators Publishing Service	SPIRE level 2 blackline master.	TX0006149875	3/4/2005
Educators Publishing Service	SPIRE : level 2 teacher's guide / Sheila Clark-Edmands.	TX0006173291	3/4/2005
Educators Publishing Service	SPIRE : level 2, workbook.	TX0006367773	3/4/2005
Educators Publishing Service	SPIRE level 3 blackline master. / Sheila Clark-Edmands.	TX0006124478	3/4/2005
Educators Publishing Service	SPIRE : level 3, reader.	TX0006118866	3/4/2005
Educators Publishing Service	SPIRE : level 3 teacher's guide / Sheila Clark-Edmands.	TX0006173292	3/4/2005
Educators Publishing Service	SPIRE : level 3, workbook.	TX0006118864	3/4/2005
Educators Publishing Service	SPIRE : level 4 blackline master / Sheila Clark-Edmands.	TX0006173290	3/4/2005
Educators Publishing Service	SPIRE : level 4 : teacher's guide.	TX0006118881	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE level 4 workbook / Sheila Clark-Edmands.	TX0006124476	3/4/2005
Educators Publishing Service	SPIRE : level 5 blackline master.	TX0006211690	4/1/2005
Educators Publishing Service	SPIRE : level 5 reader.	TX0006211693	4/1/2005
Educators Publishing Service	SPIRE : level 5 teacher's guide.	TX0006211636	4/1/2005
Educators Publishing Service	SPIRE : level 5 workbook.	TX0006211691	4/1/2005
Educators Publishing Service	SPIRE : level 6 blackline master.	TX0006299838	1/6/2006
Educators Publishing Service	SPIRE : level 6 reader.	TX0006299841	1/6/2006
Educators Publishing Service	SPIRE : level 6 teacher's guide.	TX0006299837	1/6/2006
Educators Publishing Service	SPIRE : level 6 workbook.	TX0006299842	1/6/2006
Educators Publishing Service	SPIRE : level 7 reader.	TX0006493326	1/9/2007
Educators Publishing Service	SPIRE : level 7 teacher's guide.	TX0006493317	1/9/2007
Educators Publishing Service	SPIRE level 8 blackline master.	TX0006491880	1/9/2007
Educators Publishing Service	SPIRE level 8 reader.	TX0006491883	1/9/2007
Educators Publishing Service	SPIRE level 8 teacher's guide.	TX0006491879	1/9/2007
Educators Publishing Service	SPIRE level 8 word cards : SPIRE.	TX0006378753	6/30/2006
Educators Publishing Service	SPIRE level 8 workbook.	TX0006491882	1/9/2007
Educators Publishing Service	SPIRE phonogram cards levels 1-5.	TX0006421025	8/16/2006
Educators Publishing Service	SPIRE : small letter cards : levels 1-5.	TX0006209169	8/3/2005
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250531	2/9/1988
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250532	2/9/1988
Educators Publishing Service	Starting comprehension--stories to advance reading & thinking : starting phonetically 4 / Ann L. Staman.	TX0002253169	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 1 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005788692	4/9/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 / by Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005637567	10/24/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 : teacher's guide / by Vera Schneider ; ill. by Ruth Linstromberg.	TX0005696362	2/24/2003
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0000193865	8/31/1978
Educators Publishing Service	Story of western civilization : bk. IV, the Renaissance / by Alan W. Riese.	TX0003135672	6/26/1991
Educators Publishing Service	Success stories 2 : 60 phonetically structured stories / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253171	2/9/1988
Educators Publishing Service	Success stories 2 : teaching manual / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253170	2/9/1988
Educators Publishing Service	Supplementary reading practice to accompany MTA reading and spelling kit 6 / masters by wordcrafters Janna Adair, Jill Davidson, Beverly Graham ... [et al.] ; teaching instructions Karen Saint Amour.	TX0003159633	9/10/2001
Educators Publishing Service	Surveys of problem-solving & educational skills : record form / developed under the direction of Lynn J. Meltzer.	TX0002052660	4/27/1987
Educators Publishing Service	Syllable plus : a game to teach syllable types : teacher's guide and answer key / Joan Mencke Stoner.	TX0001501982	1/30/1985
Educators Publishing Service	Teacher's guide for the paragraph : bk 3, writing expo paragraphs / Dianne Tucker-LaPlount.	TX0006083200	12/23/2004
Educators Publishing Service, Inc.	Teacher's script to accompany Alphabetic phonics 2 : a basic language curriculum for phonics, reading, writing, and spelling.	TX0000659557	4/1/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Ten essential vocabulary strategies, answer key for books 1-5.	TX0006261167	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : bk. 1 : practice for success on standardized tests / Lee Mountain.	TX0005914660	2/17/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 4 / Lee Mountain.	TX0006018744	8/30/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 5.	TX0006261168	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : practice for success on standardized tests : bk. 2 / Lee Mountain.	TX0005989439	6/4/2004
Educator's Publishing Service	Test book for Wordly wise 3000 : bk. 1.	TX0005612970	9/9/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 2.	TX0005637568	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 3.	TX0005612971	9/9/2002
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 4.	TX0005560051	9/18/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 5.	TX0005637569	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 6.	TX0005700461	2/24/2003
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 7.	TX0005744781	5/14/2003
Educators Publishing Service, Inc.	Test book for wordly wise 3000 : bk. A.	TX0005578773	6/26/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book B.	TX0005612973	9/9/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book C.	TX0005612974	9/9/2002
Educators Publishing Service	Test book for Worldly Wise 3000, book 8.	TX0005742334	6/21/2003
Educators Publishing Service	Test book for Worldly wise book 9 / written by Cynthia and Drew Johnson.	TX0005821902	10/24/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 1 / written by Robin Raymer ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915230	2/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 2 / written by Lorraine Sintetos ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915231	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 3 / written by Lorraine Sintetos ; editor, Stacy L. Nichols, managing editor, Sheila Neylon.	TX0005915232	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 4 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915227	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 5 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915228	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 6 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895723	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 7 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895724	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. A.	TX0005895727	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. B.	TX0005895726	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. C.	TX0005895725	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 8 / written by Cynthia and Drew Johnson.	TX0005887652	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 9 / written by Cynthia and Drew Johnson.	TX0005887651	12/22/2003
Educators Publishing Service	Uncle Paul's cane.	TX0006332459	5/5/2006
Educators Publishing Service	Vocabulary from classical roots : bk. 4.	TX0006491881	1/9/2007
Educators Publishing Service	Vocabulary from classical roots : bk. 6 : teacher's guide and answer key.	TX0006420239	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Vocabulary from classical roots : C / Norma Fifer, Nancy Flowers.	TX0002707174	12/13/1989
Educators Publishing Service	Wallet in the woods.	TX0006447432	6/12/2006
Educators Publishing Service	When hens shop.	TX0006358156	5/5/2006
Educators Publishing Service, Inc.	Wilson expanded syntax program : teacher's manual / Mary Sweig Wilson.	TX0000252292	4/16/1979
Educators Publishing Service	Wordly wise 3000 : bk. 1, concept cards and picture cards.	TX0006505577	1/9/2007
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004504280	3/7/1997
Educators Publishing Service	Wordly Wise 3000 Book 1 and Teacher's Resource Book.	TX0006829412	9/28/2007
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 10 Audio Recordings.	SR0000645711	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 2 Audio Recordings.	SR0000645710	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 3 Audio Recordings.	SR0000645716	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 4 Audio Recordings.	SR0000645714	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 9 Audio Recordings.	SR0000645709	1/14/2010
Educators Publishing Service	Wordly Wise 3000 Book K and Teacher's Resource Book.	TX0006829336	9/28/2007
Educators Publishing Service	Wordly Wise 3000.com.	TX0007128213	8/31/2009
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10.	TX0006829337	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10 Teacher's Resource Book.	TX0006829505	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11.	TX0006829341	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11 Teacher's Resource Book.	TX0006829491	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12.	TX0006829511	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12 Teacher's Resource Book.	TX0006829499	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2.	TX0006829353	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2 Teacher's Resource Book.	TX0006829492	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 3.	TX0006829327	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4.	TX0006829352	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4 Teacher's Resource Book.	TX0006829496	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5.	TX0006829334	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5 Teacher's Resource Book.	TX0006829503	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6.	TX0006829333	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6 Teacher's Resource Book.	TX0006829501	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7.	TX0006829331	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7 Teacher's Resource Book.	TX0006829497	1/3/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8.	TX0006829328	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8 Teacher's Resource Book.	TX0006829512	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9.	TX0006829355	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9 Teacher's Resource Book.	TX0006829510	9/28/2007
Educators Publishing Service	Wordly wise quickquiz.	TX0002767827	3/2/1990
Educators Publishing Service	Wordly wise readers : series A.	TX0001504309	1/25/1985
Educators Publishing Service	Wordly wise reading with writing and comprehension exercises : bk. 1[-2] / Kenneth Hodkinson.	TX0002526176	3/15/1989
Educators Publishing Service	Words are wonderful, an interactive approach to vocabulary : bk. 1 tests / Dorothy Grant Hennings ; lesson test written by Mark Lyons.	TX0005713988	4/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 2 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005836551	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 3 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005989443	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 4 : teacher's guide.	TX0006289616	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 3 tests / Dorothy Grant Hennings.	TX0005989354	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 4.	TX0006289618	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for bk. 2 / Dorothy Grant Hennings.	TX0005821879	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for book 4.	TX0006289617	8/3/2005
Educators Publishing Service	Words are wonderful : bk. 1 : an interactive approach to vocabulary / Dorothy Grant Hennings.	TX0006211214	3/20/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Words are wonderful : bk. 3 : an interactive approach to vocabulary / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005914664	2/17/2004
Educators Publishing Service	Words are wonderful : bk. A and tests for bk. A.	TX0006420245	8/16/2006
Educators Publishing Service,	Worldly wise 3000 : bk. C / Kenneth Hodkinson & Sandra Adams.	TX0005578776	5/17/2002
Educators Publishing Service	Worldly Wise 3000 Second Edition Book 3 Teacher's Resource Book.	TX0006829490	9/28/2007
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 1-5.	TX0005821878	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 6-9.	TX0005821876	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books A, B & C.	TX0005821877	10/24/2003
Educators Publishing Service	Worldy Wise 3000 book K concept cards and picture cards.	TX0006501087	1/9/2007
Educators Publishing Service	Write about me / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914669	2/17/2004
Educators Publishing Service	Write about my world / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914661	2/17/2004
Educators Publishing Service, Inc.	Writing skills : bk. 2 / Diana Hanbury King.	TX0006083206	12/23/2004
Educators Publishing Service, Inc.	Writing skills : bk. 3 / Diana Hanbury King.	TX0005578777	5/17/2002
Educators Publishing Service	Writing skills : teacher's handbook / Diana Hanbury King.	TX0005989442	6/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	A Red Sash, et al.	TX0007035790	9/3/2009
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set A.	SR0000651606	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set B.	SR0000651605	3/25/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set C.	SR0000651607	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set D.	SR0000651608	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Comprehension Workbook 6.	TX0007124841	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6 Blackline Masters.	TX0007019620	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Set 6 Storybooks.	TX0007124783	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Practice Book.	TX0007166870	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Sourcebook for Teachers.	TX0007166891	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Storybooks 6.	SR0000647962	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 11 Audio Recordings.	SR0000648553	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 12.	SR0000648555	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 5.	SR0000648554	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 6.	SR0000649243	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 7.	SR0000648552	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 8.	SR0000648556	1/11/2010
Educators Publishing Service	30 roots to grow on : a teacher's guide for the development of vocabulary / Carol Murray and Jenny Munro.	TX0002707275	12/13/1989
Educators Publishing Service, Inc.	Alphabet series.	SR0000311249	4/9/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Alphabet series / compiled by Frances Bloom ; illustrated by Mary Geiger ; stories by Frances Bloom, Deborah Coates, Mary Geiger ... [et al.]	TX0005504305	4/9/2002
Educators Publishing Service, Inc.	Alphabetic phonics : workbook 1.	TX0004446500	12/16/1996
Educators Publishing Service, Inc.	Alphabetic phonics. Workbook 1. By Georgie Green.	RE0000701592	4/10/1995
Educators Publishing Service, Inc.	Alphadeck guide : 21 letter-card games in alphabetizing, phonics, and spelling skills / by Karen Barriere.	TX0001005848	10/15/1982
Educators Publishing Service, Inc.	America becomes a giant / by Franklin Escher, Jr.	TX0003444588	12/17/1992
Educators Publishing Service	Analogies : 1 / Arthur Liebman.	TX0002759193	2/23/1990
Educators Publishing Service	Analogies 2 / Arthur Liebman.	TX0002707212	12/13/1989
Educator's Publishing Service, Inc.	Analogies 3 : 8 vocabulary and 4 analogy quizzes / Arthur Liebman.	TX0002250609	2/9/1988
Educators Publishing Service, Inc.	Association method drop drill flip book : nonsense syllable practice based on selected Northampton symbols / contributors, Daphne Cornett, Maureen K. Martin.	TX0005504384	4/9/2002
Educators Publishing Service, Inc.	Attack math : addition 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440549	11/5/1984
Educators Publishing Service	Attack math : addition 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510858	1/30/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681559	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681562	10/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681563	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge : division, [book] 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001588498	5/21/1985
Educators Publishing Service	Attack math : division 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510860	1/30/1985
Educators Publishing Service	Attack math : multiplication 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510859	1/30/1985
Educators Publishing Service, Inc.	Attack math : subtraction 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440550	11/5/1984
Educators Publishing Service [sic]	Beginning paragraph meaning / Joanne Carlisle.	TX0002055602	4/27/1987
Educators Publishing Service, Inc.	Beginning reasoning & reading / Joanne Carlisle.	TX0005563746	6/17/2002
Educators Publishing Service	Beginning reasoning skills / Joanne Carlisle.	TX0002072302	4/27/1987
Educators Publishing Service, Inc.	Beyond the code : book 2 / Nancy M. Hall ; illustrated by Hugh Price.	TX0005418389	4/13/2001
Educators Publishing Service, Inc.	Beyond the code : comprehension and reasoning skills : bk. 3 / Nancy M. Hall ; illustrated by Hugh Pirce and Alan Price.	TX0005342658	8/2/2001
Educators Publishing Service, Inc.	Bird watch / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989450	6/21/2004
Educators Publishing Service, Inc.	Bookwise : a literature guide [by] Barbara Moross, Sonia Landes, Molly Flender, The Phantom Tollbooth. / written by Norton Juster ; illustrated by Jules Feiffer.	TX0005091729	11/16/1999

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Building language skills : readiness for reading : book A / Lida Helson and Ahna Fiske.	TX0000168802	12/26/1978
Educators Publishing Service, Inc.	Building language skills : teacher's guide / by Lida Helson and Ahna Fiske.	TX0000223233	3/16/1979
Educators Publishing Service, Inc.	Building mathematical thinking : bk. 3 : skinny concepts / Marsha Stanton.	TX0005505221	4/9/2002
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts : bk. 1 / Marsha Stanton.	TX0005453838	9/4/2001
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts, bk. 2 / Marsha Stanton.	TX0005204105	7/27/2000
Educators Publishing Service, Inc.	Charlotte's web : a literature guide / Sonia Landes, 1925-, and Molly Flender, 1935-.	TX0005093770	11/16/1999
Educators Publishing Service, Inc.	Clancy races / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994319	6/21/2004
Educators Publishing Service, Inc.	Classroom strategies to aid the disabled learner : with glossary / Jean Abbott.	TX0000206533	3/16/1979
Educators Publishing Service, Inc.	Code cards : key word picture and letter cards for explode the code 1 to 3 1/2 / Nancy Hall, Dawn Towle.	TX0004030257	4/18/1995
Educators Publishing Service, Inc.	Colt for Jenny / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989448	6/21/2004
Educators Publishing Service, Inc.	Composition 1 / Sara Hickman.	TX0001104556	1/13/1983
Educators Publishing Service, Inc.	Composition : book 3.	TX0001315807	4/4/1984
Educators Publishing Service, Inc.	Composition : book II / Sara Hickman.	TX0000223235	3/19/1979
Educators Publishing Service, Inc.	Composition : book III / Sara Hickman.	TX0000223236	3/19/1979
Educators Publishing Service, Inc.	Computation basics : book 1 / by Janet A. Alford and Lynda R. Solms.	TX0000584747	11/24/1980
Educators Publishing Service, Inc.	Computation basics : book 5 / by Janet A. Alford and Lynda R. Solms.	TX0001220396	10/6/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Daily phonics lessons : folding mini workbooks / Lori Bloom, Norma Childs, Judith Erickson, Linda Gray.	TX0005476786	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 3 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504336	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 4 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504338	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 5 / Rob Frieske, Pat Healy, Deborah Howe, Jan Oberg, Judy Pavlicek, Pat Rainholt, Mike Smith.	TX0005612972	9/9/2002
Educators Publishing Service	Developmental variation and learning disorders / Melvin D. Levine ; with an appendix by Betty N. Gordon and Martha S. Reed.	TX0002249366	2/9/1988
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002250528	2/9/1988
Educators Publishing Service, Inc.	Dyslexia training program--progress measurements, schedules I, II, and III : student's book / Mary Baertch Rumsey.	TX0003321738	5/20/1992
Educators Publishing Service	Dyslexia training program : the alphabet, spelling exercises, and review of schedule III / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002712008	12/11/1989
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. A / Jane Ervin.	TX0005563743	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. B / Jane Ervin.	TX0005563776	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. D / Jane Ervin ; illustrated by Anne Lord.	TX0005585784	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book A / by Jane Ervin.	TX0000929727	5/13/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book B[-C] : literature, the arts, social studies, science, general topics, logical thinking, mathematics / by Jane Ervin ; [illustrated by George Phillips]	TX0001004405	10/28/1982
Educators Publishing Service	Elements of clear thinking : accurate communication / by William F. McCart.	TX0001503606	1/25/1985
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading.	TX0001453984	11/5/1984
Educators Publishing Service, Inc.	Elements of clear thinking : sound reasoning / by William F. McCart.	TX0001172898	8/8/1983
Educators Publishing Service, Inc.	Ella / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995356	6/21/2004
Educators Publishing Service, Inc.	Energy horizons : book 1, Energy sources / by Christina G. Miller and Louise A. Berry ; [illustrated by Melinda Vinton].	TX0001063640	1/12/1983
Educators Publishing Service, Inc.	Energy horizons : book 2, electrical energy / by Christine G. Miller and Louise A. Berry ; [illustrated by Anne Lord]	TX0001375285	7/6/1984
Educators Publishing Service, Inc.	Energy horizons : teacher's guide / by Christina G. Miller and Louise A. Berry.	TX0001220397	10/6/1983
Educators Publishing Service, Inc.	English elements : bk. 1 / Arthur Liebman.	TX0004493516	3/7/1997
Educators Publishing Service, Inc.	English elements : bk. 1, quizzes / Arthur Leibman.	TX0004650123	10/17/1997
Educators Publishing Service, Inc.	English elements : bk. 2 / Arthur Liebman.	TX0005158382	3/9/2000
Educators Publishing Service	Experimenting with numbers : a guide for preschool, kindergarten, and first grade teachers / Margaret Stern ; illustrated by John Roberts.	TX0002277916	2/9/1988
Educators Publishing Service, Inc.	Explode the code : 1 1/2 / Nancy Hall, Rena Price.	TX0001364683	6/25/1984
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price.	TX0003551080	5/11/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price ; [text ill. by Alan Price and Laura Price].	TX0001374905	7/6/1984
Educators Publishing Service, Inc.	Explode the code : 2.	TX0001454067	11/5/1984
Educators Publishing Service, Inc.	Explode the code 2 1/2 / Nancy Hall, Rena Price.	TX0003918334	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0003918305	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0002718356	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 3.	TX0001454068	11/5/1984
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0005585782	6/17/2002
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0003585124	8/2/1993
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0000835245	12/7/1981
Educators Publishing Service, Inc.	Explode the code 3 / Nancy Hall, Rena Price.	TX0003918332	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler].	TX0003345488	6/18/1992
Educators Publishing Service	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0001009218	11/4/1982
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy M. Hall, Rena Price.	TX0005563777	6/17/2002
Educators Publishing Service, Inc.	Explode the code 4 / Nancy Hall, Rena Price.	TX0003918333	10/20/1994
Educators Publishing Service	Explode the code : 4 / Nancy Hall, Rena Price.	TX0001503573	1/25/1985
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy M. Hall, Rena Price.	TX0005563775	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code : 5 1/2 / Nancy M. Hall.	TX0005563779	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 / Nancy Hall, Rena Price.	TX0005565755	6/17/2002
Educators Publishing Service	Explode the code : 5 / Nancy Hall, Rena Price ; [ill. by Laura Price and Alan Price]	TX0001503531	1/25/1985
Educators Publishing Service, Inc.	Explode the code 6 / Nancy Hall, Rena Price.	TX0003918331	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 6 / Nancy M. Hall, Rena Price.	TX0005563778	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 7 / Nancy Hall, Rena Price.	TX0005565754	6/17/2002
Educators Publishing Service, Inc.	Explode the code, 8 / Nancy Hall, Rena Price.	TX0005599906	6/17/2002
Educators Publishing Service, Inc.	Explode the code : [book] 5 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0000196155	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 6 / Nancy Hall, Rena Price.	TX0000196154	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 7 / Nancy Hall, Rena Price ; [text ill. by Alan Price, Laura Price, Andrew Mockler, and Meg Rosoff].	TX0000441345	3/11/1980
Educators Publishing Service, Inc.	Explode the code : [book] 8 / Nancy Hall, Rena Price.	TX0001364682	6/25/1984
Educators Publishing Service, Inc.	Fisher-Landau early childhood screening (FLECS)	TX0004242753	3/15/1996
Educators Publishing Service, Inc.	Fractions 1[-3] / Dawny Gershkowitz.	TX0001681567	10/25/1985
Educators Publishing Service, Inc.	Fractions 4 : multiplication and division / Dawny Gershkowitz.	TX0003069071	5/17/1991
Educators Publishing Service, Inc.	From the mixed-up files of Mrs. Basil E. Frankweiler, written and illustrated by E. L. Konigsburg / Christine Doyle Francis.	TX0005358475	4/13/2001
Educators Publishing Service, Inc.	Get Dad lost / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995357	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Gillingham manual : remedial training for students with specific disability in reading, spelling, and penmanship / Anna Gillingham, Bessie W. Stillman.	TX0005370833	4/13/2001
Educators Publishing Service, Inc.	Guide for teaching poetry in three dimensions : reading, writing and critical thinking through poetry : bk. 1 / by Carol Clark and Alison Draper.	TX0005505903	4/9/2002
Educators Publishing Service, Inc.	Hatchet [by] Gary Paulsen / Jon C. Stott.	TX0005358477	4/13/2001
Educators Publishing Service, Inc.	Helping kids write : a practical guide for teaching children to express themselves on paper : for grades 5-8 / by Sarah Bayne.	TX0000460212	4/10/1980
Educators Publishing Service, Inc.	Improving composition through a sentence study of grammar and usage : teaching guide and answer key / by Carol Compton.	TX0000137800	10/30/1978
Educators Publishing Service, Inc.	It's elementary! : 230 math word problems : bk. A / M. J. Owen.	TX0005430358	8/2/2001
Educators Publishing Service, Inc.	It's elementary! 275 math word problems : bk. 1 / M. J. Owen.	TX0005158383	3/9/2000
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 2 / M. J. Owen.	TX0005370823	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 3 / M. J. Owen.	TX0005370822	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : reasoning, estimating, and rounding : a companion to It's elementary! 275 math word problems / M. J. Owen.	TX0005370831	4/13/2001
Educators Publishing Service, Inc.	Josh, the collector / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994320	6/21/2004
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1. By Earl F. Wood.	RE0000555486	12/6/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662207	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 2: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662206	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises : book 1 / by Earl F. Wood.	TX0000151565	10/30/1978
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0001446524	11/5/1984
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0000366871	11/19/1979
Educators Publishing Service, Inc.	Junior vocabulary builder. By Austin Melvin Works.	RE0000060027	12/5/1979
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 1 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0005509227	4/9/2002
Educators Publishing Service, Inc.	Just write : creativity and craft in writing : bk. 3 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0006005940	8/10/2004
Educators Publishing Service, Inc.	Justin's house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989446	6/21/2004
Educators Publishing Service, Inc.	Key word clues : the riddle deck / by Beverly Graham.	TX0003849249	9/9/1994
Educators Publishing Service, Inc.	Keyboarding skills : all grades / Diana Hanbury King.	TX0002072304	4/27/1987
Educators Publishing Service, Inc.	Kids and critters / written by Barbara Sokolski ; illustrated by Jeannie Donovan.	TX0003673261	12/3/1993
Educators Publishing Service, Inc.	King Hank / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995353	6/21/2004
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts : bk. 2 / Eldra O'Neal, Beverly Wolf.	TX0002052647	4/27/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts, book 2 : teaching manual / Eldra O'Neal, Beverly Wolf.	TX0002052994	5/1/1987
Educators Publishing Service, Inc.	Language tool kit / by Paula D. Rome and Jean S. Osman.	TX0000752150	8/6/1981
Educators Publishing Service, Inc.	Learning grammar through writing / by Sandra M. Bell, James I. Wheeler.	TX0001374904	7/6/1984
Educators Publishing Service, Inc.	Learning to listen.	SR0000310561	4/13/2001
Educators Publishing Service, Inc.	Legends and other tales / written by Tanya Hayes Lee ; illustrated by Jeannie Donovan.	TX0003673257	12/3/1993
Educators Publishing Service, Inc.	Literacy program : Texas Scottish Rite Hospital, Dallas, Texas : student book 3-4, lessons 61-160 / Joan Keagy, Ann Sanders.	TX0003346422	6/16/1992
Educators Publishing Service, Inc.	Literature guide to Bridge to Terabithia, written by Katherine Paterson, illustrated by Donna Diamond / by Sonia Landes and Molly Flender.	TX0005148642	11/16/1999
Educators Publishing Service, Inc.	Looking into math : bk. 3 / Susan Gardner and Silvia Acosta.	TX0005872761	6/17/2002
Educators Publishing Service, Inc.	Looking into math / Cathy Feldman and Barbara Peckham.	TX0005563780	6/17/2002
Educators Publishing Service, Inc.	Looking into math : Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0005565757	6/17/2002
Educators Publishing Service, Inc.	Lunch on a raft / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995354	6/21/2004
Educators Publishing Service, Inc.	Mandy / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995352	6/21/2004
Educators Publishing Service, Inc.	Manual de ensenanza del lenguaje / by Paula D. Rome and Jean S. Osman.	TX0003526550	12/17/1992
Educators Publishing Service, Inc.	Math & writing : fourteen language arts lessons for students who like math.	TX0001315809	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Math and writing 2 : paragraphing skills for students who like math / Robert A. Pauker.	TX0002250533	2/9/1988
Educators Publishing Service, Inc.	Math investigations : bk. 1 : Ridgewood, New Jersey, Public Schools / Cathy Feldman and Barbara Peckham.	TX0004749016	4/10/1998
Educators Publishing Service, Inc.	Math investigations Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0004771868	4/10/1998
Educators Publishing Service, Inc.	Megawords 1 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001063639	1/12/1983
Educators Publishing Service, Inc.	Megawords 2 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001172899	8/8/1983
Educators Publishing Service, Inc.	Megawords : 3 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001364686	6/25/1984
Educators Publishing Service, Inc.	Megawords 4.	TX0003853927	12/8/1994
Educators Publishing Service	Megawords 6 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001588499	5/21/1985
Educators Publishing Service	Megawords 8 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0002250530	2/9/1988
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0003551906	5/11/1993
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0000873198	2/23/1982
Educators Publishing Service, Inc.	Moon zoo / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995351	6/21/2004
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter / Jane Ervin.	TX0005370824	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 2 / Jane Ervin.	TX0005370825	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 3 / Jane Ervin.	TX0005370827	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 4 / Jane Ervin.	TX0005370826	4/13/2001
Educators Publishing Service, Inc.	MTA, multisensory teaching approach : 4.	TX0003551957	5/11/1993
Educators Publishing Service, Inc.	MTA : Multisensory teaching approach : reading and spelling : 6 / Margaret Taylor Smith.	TX0002931492	9/7/1990
Educators Publishing Service, Inc.	MTA program introduction / Margaret Taylor Smith.	TX0002987791	1/14/1991
Educators Publishing Service, Inc.	Multi-sensory approach to language arts for specific language disability children : bk. 1 : a guide for primary teachers / Beth H. Slingerland.	TX0004675765	10/17/1997
Educators Publshing [sic] Service	Multisensory teaching approach : alphabet and dictionary skills guide / by Edith A. Hogan and Margaret Taylor Smith.	TX0002250529	2/9/1988
Educators Publishing Service, Inc.	Multisensory teaching approach : kit 7.	TX0003574976	5/11/1993
Educators Publishing Service, Inc.	Multisensory teaching approach / Margaret Taylor Smith.	TX0002638355	2/14/1989
Educators Publishing Service, Inc.	Mystery of the missing marble / written by Tanya Auger ; illustrated by Andrew Kuan.	TX0005285009	1/18/2001
Educators Publishing Service, Inc.	Number the stars [by] Lois Lowry / Joel D. Chaston.	TX0005358476	4/13/2001
Educators Publishing Service, Inc.	Pediatric examination of educational readiness at middle childhood : Peeramid 2 : examiner's manual / developed under the direction of Melvin D. Levine.	TX0004191215	1/18/1996
Educators Publishing Service, Inc.	Peeramid 2, examiner's manual / Melvin D. Levine.	TX0004491668	3/5/1997
Educators Publishing Service, Inc.	PEEX 2 (pediatric early elementary examination) / developed under the direction of Melvin D. Levine.	TX0004170509	12/13/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	PEEX 2--pediatric early elementary examination : examiner's manual / developed under the direction of Melvin D. Levine, further developed by Melvin D. Levine and Adrian D. Sandler.	TX0004760199	4/10/1998
Educators Publishing Service, Inc.	PEEX II : the pediatric early elementary examination : examiner's guidelines.	TX0003280801	3/20/1992
Educators Publishing Service, Inc.	Phil the flea / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989453	6/21/2004
Educators Publishing Service, Inc.	Phonetic primers / by Carolyn Smith ; [illustrated by Suzanne Sugar].	TX0000379636	12/6/1979
Educators Publishing Service, Inc.	Phonics drill cards update deck.	TX0004817023	4/10/1998
Educators Publishing Service, Inc.	Phonics drill cards with pictures for reading and spelling.	TX0004766616	4/10/1998
Educators Publishing Service, Inc.	Phonogram, suffix, and prefix strips for classroom use.	TX0003685823	12/3/1993
Educators Publishing Service, Inc.	Plain talk about KIDS, Kids inclined toward difficulty in school / Alice P. Thomas, editor.	TX0004193513	1/18/1996
Educators Publishing Service, Inc.	Poetry in six dimensions : teacher's guide / Carol Clark and Norma Fifer.	TX0005204036	3/9/2000
Educators Publishing Service, Inc.	Poetry in six dimentions ; 20th century voices / Carol Clark and Norma Fifer.	TX0005174978	3/9/2000
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 1 / Carol Clark and Alison Draper.	TX0005430359	8/2/2001
Educators Publishing Service, Inc.	Pragmatic approach to the evaluation of children's performances on pre-reading screening procedures to identify first grade academic needs / Beth H. Slingerland.	TX0000379635	12/6/1979
Educators Publishing Service, Inc.	Pre-reading screening procedures and Slingerland screening tests for identifying children with specific language disability : technical manual / by Susanne P. Fulmer.	TX0000575574	10/27/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Primary analogies : bk. 2, critical and creative thinking / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004663192	11/10/1997
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking.	TX0004771869	4/10/1998
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking : bk. 1 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004446499	12/16/1996
Educators Publishing Service, Inc.	Primary analogies--critical and creative thinking : bk. 2 : teacher's guide and answer key.	TX0004760200	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension : book 8 : in varied subject matter / by Jane Ervin.	TX0000537203	8/18/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / by Jane Ervin.	TX0004772040	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0005563742	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0004660250	10/31/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / by Jane Ervin.	TX0003952637	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / Jane Ervin.	TX0005563738	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752261	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 3 / by Jane Ervin.	TX0004760201	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 4 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752262	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 9 / by Jane Ervin.	TX0003952635	12/8/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0001503659	1/25/1985
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0000486511	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 10 : literature, combined subjects, social studies, science, the arts, philosophy, logic and language, mathematics / by Jane Ervin.	TX0001004406	10/28/1982
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 4 / Jane Ervin.	TX0000486512	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 5 / Jane Ervin.	TX0000486514	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / by Jane Ervin.	TX0000738155	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / Jane Ervin.	TX0004474444	1/2/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 7 / by Jane Ervin.	TX0000738153	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 9 / by Jane Ervin.	TX0000826211	12/7/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book[s] 2 [& 3] / Jane Ervin.	TX0000486513	6/2/1980
Educators Publishing Service, Inc.	Reading for content : bk. 2 / Carol Einstein.	TX0004446347	1/2/1997
Educators Publishing Service, Inc.	Reading from scratch/R F S phonics.	TX0001449034	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : RfS/workbook 1 / Dorothy VanDenHonert.	TX0001440547	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : workbook 1.	TX0004084426	8/11/1995
Educators Publishing Service	Reading from scratch : word lists and sentences for dictation / Dorothy VanDenHonert.	TX0001503572	1/25/1985
Educators Publishing Service, Inc.	Reasoning & reading : level 2 / Joanne Carlisle.	TX0005563744	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / by Joanne Carlisle.	TX0001040488	1/12/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / Joanne Carlisle.	TX0005585781	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 : teacher's guide and answer key / by Joanne Carlisle.	TX0001172897	8/8/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 2 / by Joanne Carlisle.	TX0001315796	4/4/1984
Educators Publishing Service, Inc.	Recipe for reading : bk. 4-6 / Connie Russo, Shirli Kohn.	TX0003453668	12/30/1992
Educators Publishing Service, Inc.	Recipe for reading workbook 2 / Connie Russo, Shirli Kohn.	TX0005495737	4/13/2001
Educators Publishing Service	Recipe for reading : workbook 3 / Connie Russo, Shirli Kohn.	TX0003071671	5/17/1991
Educators Publishing Service, Inc.	Recipe for reading : workbook 7 / Connie Russo, Shirli Kohn.	TX0003458075	12/30/1992
Educators Publishing Service	Recipe for reading workbooks : 1 / Connie Russo, Shirli Kohn.	TX0002817251	5/3/1990
Educators Publishing Service, Inc.	Return to Aztlan : a history of the Mexican American experience / by Alan Riese and Beverley W. Rodgers.	TX0000366872	11/19/1979
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 : answer key.	TX0004129993	11/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 / by George Libonate, Jr., with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004048746	5/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 1 / George Libonate, Jr., with Geraldine Brunner, Deborah Burde, Marianne Williams, Theresa Wiss.	TX0003873693	8/19/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004303545	5/22/1996
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004504568	3/7/1997
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 4 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370829	4/13/2001
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 5 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370830	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 1 / Nancy Bison and Terri Wiss.	TX0005370819	4/13/2000
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 2 / Nancy Bison and Terri Wiss.	TX0005370815	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 3 / Nancy Bison and Terri Wiss.	TX0005510275	4/9/2002
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program / Jane Ervin.	TX0005348540	2/9/2001
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program : teacher's key / Jane Ervin.	TX0005348541	2/9/2001
Educators Publishing Service, Inc.	Rights of parents and responsibilities of schools / compiled by James G. Meade.	TX0000223234	3/16/1979
Educators Publishing Service	Rules of the game : 2 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002707208	12/13/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Rules of the game, 3 / Mary Page, Peter Guthrie, Sloan Sable.	TX0003979276	2/23/1995
Educator's Publishing Service, Inc.	Rules of the game : bk. 3, teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0003069072	5/17/1991
Educators Publishing Service	Rules of the game : grammar through discovery : 1 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002709084	12/13/1989
Educators Publishing Service	Rules of the game : grammar through discovery : 2 : teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0002759191	2/23/1990
Educators Publishing Service, Inc.	Sarah, plain and tall / by Patricia MacLachlan.	TX0005086472	11/16/1999
Educators Publishing Service, Inc.	Senior English review exercises / by Earl F. Wood.	TX0000538125	8/19/1980
Educators Publishing Service, Inc.	Senior English review exercises. By Earl F. Wood.	RE0000555487	12/6/1991
Educators Publishing Service, Inc.	Senior English review exercises; teacher's guide. Text: Earl F. Wood, -1960.	RE0000662205	1/10/1994
Educators Publishing Service, Inc.	Sentence power : an approach to beginning reading / by Francee R. Sugar, Jeanette Jefferson Jansky, Martin J. Hoffman, Joan Layton, Catherine Lipkin ; edited by Virginia V. James Hlavsa.	TX0004084033	8/11/1995
Educators Publishing Service, Inc.	Sequential seasonal activities : book 2 / Eldra O'Neal, Bev Wolf.	TX0001009217	11/4/1982
Educators Publishing Service, Inc.	Situation learning : schedule I.	TX0001444214	11/5/1984
Educators Publishing Service, Inc.	Skinny concepts : teacher's journal, bk. 2 / Marsha Stanton.	TX0005200138	7/27/2000
Educators Publishing Service	Slingerland approach : an effective strategy for teaching spelling / Nancy Cushen White.	TX0002707214	12/13/1989
Educators Publishing Service, Inc.	Snake for Jake / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989452	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	So many bridges / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994318	6/21/2004
Educators Publishing Service, Inc.	Solving language difficulties : remedial routines / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0001364687	6/25/1984
Educators Publishing Service, Inc.	Solving language difficulties, remedial routines : answer key / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0004775832	4/10/1998
Educators Publishing Service, Inc.	Solving language difficulties--remedial routines. By Amey Steere, Caroline Z. Peck & Linda Kahn.	RE0000649394	1/10/1994
Educators Publishing Service, Inc.	Spell of words : teacher's manual / by Elsie T. Rak.	TX0000513996	7/14/1980
Educators Publishing Service, Inc.	Spellbinding 1, workbook of spelling exercises ; Spellbinding 2, workbook of spelling exercises / by Elsie T. Rak.	TX0000151566	5/23/1978
Educators Publishing Service, Inc.	Spelling dictionary for writers : a resource for independent writing: bk. 2 / by Gregory Hurray.	TX0005584921	5/17/2002
Educators Publishing Service, Inc.	Spelling practice guide : 1-2.	TX0003369705	8/6/1992
Educators Publishing Service, Inc.	Spellwell : bk. A / Nancy Hall.	TX0005563745	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Aa / Nancy Hall.	TX0005563741	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. AA / Nancy Hall.	TX0004191219	1/18/1996
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0005563763	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0004049471	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. BB / Nancy Hall.	TX0005585780	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Bb / Nancy Hall.	TX0003974732	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. C, CC : teacher's guide and answer key / Nancy M. Hall.	TX0004761367	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005563737	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005276407	9/29/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy Hall.	TX0005563740	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy M. Hall.	TX0004756099	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. D[-DD] / Nancy Hall.	TX0005370820	4/13/2001
Educators Publishing Service, Inc.	Spellwell : bks. B Bb : teacher's guide and answer key / Nancy Hall.	TX0004048747	5/30/1995
Educators Publishing Service, Inc.	Spotless house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995355	6/21/2004
Educators Publishing Service	Starting over--a literacy program : a combined teaching manual and student textbook for reading, writing, spelling, vocabulary, and handwriting / Joan Knight.	TX0002057007	4/27/1987
Educators Publishing Service, Inc.	Stewart English program : bk. 1, principles plus : teacher's guide / Donald S. Stewart.	TX0004649165	10/17/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 2, Grammar plus ... / Donald S. Stewart.	TX0004504195	3/7/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 3, Writing plus ... / Donald S. Stewart.	TX0004455737	1/2/1997
Educators Publishing Service, Inc.	Stories, skills & drills in phonetic reading, comprehension, and pattern spelling : book 1 / Mary Christmas Writer.	TX0001063642	1/12/1983
Educators Publishing Service, Inc.	Stories, skills & drills : teacher's resource manual, book 1 / Mary Christmas Writer.	TX0001001519	10/15/1982
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : bk. 1 / Karen Smith ; ill. by Julia Smith.	TX0005358479	4/13/2001
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : teacher's guide / Karen Smith ; ill. by Julia Smith.	TX0005358480	4/13/2001
Educators Publishing Service	Story of the U. S. A., book 1, Explorers and settlers / by Franklin Escher, Jr.	TX0001503602	1/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0001440548	11/5/1994
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0001364684	6/25/1984
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0000168803	12/26/1978
Educators Publishing Service, Inc.	Story of the USA : bk. 1, explorers and settlers : teacher's guide / Franklin Escher, Jr.	TX0003369702	8/6/1992
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems / by Franklin Escher, Jr.	TX0003724004	3/21/1994
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems : teacher's guide and answer key / by Franklin Escher, Jr.	TX0004026845	1/26/1995
Educators Publishing Service, Inc.	Story of western civilization : bk. 2, Greece and Rome build great civilizations / Alan W. Riese and Herbert J. LaSalle.	TX0003993141	1/23/1995
Educators Publishing Service, Inc.	Story of western civilization : the Middle Ages : bk. 3 / by Alan W. Riese and Herbert J. LaSalle.	TX0005370817	4/13/2001
Educators Publishing Service, Inc.	Structural arithmetic III : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0003369701	8/6/1992
Educators Publishing Service	Structural arithmetic II / Margaret Stern, Toni S. Gould.	TX0002707213	12/13/1989
Educators Publishing Service	Structural arithmetic : II : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0002763549	2/22/1990
Educators Publishing Service, Inc.	Success stories 1 / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0000826209	12/7/1981
Educators Publishing Service, Inc.	Success stories : teacher's manual.	TX0001315808	4/4/1984
Educators Publishing Service, Inc.	Sugar scoring system for the Bender-Gestalt / Francee R. Sugar.	TX0004752052	4/10/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Surveys of problem-solving & educational skills / developed under the direction of Lynn J. Meltzer.	TX0002052648	4/27/1987
Educators Publishing Service, Inc.	Teacher's manual, Spellbound : phonic, reading & spelling / Elsie T. Rak.	TX0000738152	7/20/1981
Educators Publishing Service, Inc.	Teacher's manual to accompany Slingerland college-level screening for the identification of language learning strengths and weaknesses / Carol Murray.	TX0003121844	7/18/1991
Educators Publishing Service, Inc.	Teacher's manual to accompany the Slingerland high school level screening for the identification of language learning strengths and weaknesses / Carol Murray and Patricia Beis.	TX0003557278	5/11/1993
Educators Publishing Service, Inc.	Teaching and assessing phonics : why, what, when, how : a guide for teachers / Jeanne S. Chall, Helen M. Popp.	TX0004757457	4/10/1998
Educators Publishing Service, Inc.	Teaching and learning at home : a curriculum resource / Dorothy Burrows Johnson.	TX0004050333	4/18/1995
Educators Publishing Service, Inc.	Teaching language-deficient children : theory and application of the association method for multisensory teaching / N. Etoile DuBard, Maureen K. Martin.	TX0004028515	3/31/1995
Educators Publishing Service, Inc.	Ten essential vocabulary strategies : bk. 3 / Lee Mountain.	TX0006011205	8/10/2004
Educators Publishing Service Inc.	Test booklet for vocabulary from classical roots : E : teacher's guide and answer key.	TX0006227600	3/14/2005
Educators Publishing Service, Inc.	Tests to accompany Word attack manual / Josephine Rudd.	TX0003100467	6/28/1991
Educators Publishing Service, Inc.	Texas Scottish Rite Hospital literacy program / Joan Keagy and Ann Sanders.	TX0003208941	12/9/1991
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots D.	TX0006186031	3/14/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots E.	TX0006186029	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots D.	TX0006186028	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots E.	TX0006186030	3/14/2005
Educators Publishing Service, Inc.	Thinking about Mac and Tab : primary phonics comprehension : workbook 1.	TX0005383654	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab : teacher's guide and answer key / Karen L. Smith.	TX0005358478	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358474	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358484	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358487	4/13/2001
Educators Publishing Service, Inc.	Up in the clouds / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989449	6/21/2004
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0003704764	12/27/1993
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0000738154	7/20/1981
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling : [visual, auditory, kinesthetic] : teacher's manual and answer key / by C. Wilson Anderson.	TX0000928731	5/13/1982
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 1. By Austin M. Works.	RE0000555488	12/6/1991
Educators Publishing Service, Inc.	Vocabulary builder : bk. 2 / Austin M. Works.	TX0003895703	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 3. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594107	3/23/1992

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 4. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594105	3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 / by Austin M. Works. Vocabulary builder. Bk. 5. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895601 RE0000594106	9/29/1994 3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 : teacher's key / Austin M. Works.	TX0004129949	11/30/1995
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 6 / by Austin M. Works. Vocabulary builder. Bk. 6. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895598 RE0000594108	9/29/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 7. Vocabulary builder. Bk. 7. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003945782 RE0000594109	11/21/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : book 1. Vocabulary builder : book 2. Vocabulary builder : book 4. Vocabulary builder ; book five [& six] / by Austin M. Works.	TX0001449264 TX0001375224 TX0001375223 TX0000321073	6/25/1984 7/6/1984 7/6/1984 8/8/1979
Educators Publishing Service	Vocabulary builder : book five / by Austin M. Works.	TX0001503599	1/25/1985
Educators Publishing Service, Inc.	Vocabulary builder : book four / by Austin M. Works.	TX0000406363	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder ; book one [& three] / by Austin M. Works.	TX0000321072	8/8/1979
Educators Publishing Service, Inc.	Vocabulary builder : book seven / by Austin M. Works.	TX0000406364	2/11/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder : book six / by Austin M. Works.	TX0001440544	11/5/1984
Educators Publishing Service, Inc.	Vocabulary builder : book three / by Austin M. Works.	TX0001364681	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book two / by Austin M. Works.	TX0000410503	2/11/1980
Educators Publishing Service, Inc.	Vocabulary from classical roots : B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0003091507	6/26/1991
Educators Publishing Service, Inc.	Vocabulary from classical roots, B : tests / Norma Fifer, Stephen Weislogel.	TX0005085641	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. A : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180054	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. A : tests / Norma Fifer, Stephen Weislogel.	TX0005093772	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180052	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180055	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. C : tests / Norma Fifer, Stephen Weislogel.	TX0005093768	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. D : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180053	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. D : tests / Norma Fifer, Stephen Weislogel.	TX0005093771	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots, book A answer key.	TX0006166577	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book C answer key.	TX0006166576	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book E answer key.	TX0006166578	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0002759192	2/23/1990
Educators Publishing Service, Inc.	Vocabulary from classical roots, D / Norma Fifer, Nancy Flowers.	TX0003979275	1/23/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots : E / Norma Fifer, Nancy Flowers.	TX0003872481	6/23/1994
Educators Publishing Service, Inc.	Vocabulary from classical roots : E : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0004048753	5/30/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots E : tests / Norma Fifer, Stephen Weislogel.	TX0005089410	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0005563739	6/17/2002
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0003407946	9/18/1992
Educators Publishing Service, Inc.	Wally Walrus / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989447	6/21/2004
Educators Publishing Service, Inc.	Well-told tales : distinguished children's books with activities for reading and language development / Carolyn Henderson.	TX0003558440	5/25/1993
Educators Publishing Service, Inc.	Winston grammar program : basic level : student's workbook / Paul R. Erwin.	TX0003282007	3/30/1992
Educators Publishing Service, Inc.	Witty word play / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989451	6/21/2004
Educators Publishing Service, Inc.	Word elements : how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0004084032	8/11/1995
Educators Publishing Service, Inc.	Word elements--how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0000929560	5/13/1982
Educators Publishing Service, Inc.	Word elements : how they work together : teacher's manual / by Alan W. Riese and Herbert J. LaSalle.	TX0001037216	1/12/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 1 / Kenneth Hodkinson, Sandra Adams.	TX0004504193	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004236757	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004504194	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004217315	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004493517	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 7 / Kenneth Hodkinson, Sandra Adams.	TX0005364311	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 8 / Kenneth Hodkinson, Sandra Adams.	TX0005364312	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 9 / Kenneth Hodkinson, Sandra Adams.	TX0005370821	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. A / by Kenneth Hodkinson and Sandra Adams.	TX0005370832	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : vocabulary workbooks for grades 4-12, sample lessons for grades 4-8 / Kenneth Hodkinson, Sandra Adams.	TX0004772045	4/10/1998
Educators Publishing Service, Inc.	Wordly wise. Bk. 1-2. By Kenneth Hodkinson and Joseph Ornato.	RE0000701594	4/10/1995
Educators Publishing Service, Inc.	Wordly wise : bk. 1 / Kenneth Hodkinson & Joseph G. Ornato.	TX0003952634	12/8/1994
Educators Publishing Service, Inc.	Wordly wise : book 1 [& 2] : teacher's key / by Kenneth Hodkinson & Joseph G. Ornato.	TX0000321074	8/2/1979
Educators Publishing Service, Inc.	Wordly wise : book 1, [4 & 6] / Kenneth Hodkinson & Joseph G. Ornato.	TX0001210393	10/6/1983
Educators Publishing Service, Inc.	Wordly wise : book 2.	TX0001315805	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 3.	TX0001315806	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : book 5 / Kenneth Hodkinson & Joseph G. Ornato.	TX0001232317	9/2/1983
Educators Publishing Service	Wordly wise : book 8 / Kenneth Hodkinson.	TX0001457946	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 8 / Kenneth Hodkinson.	TX0000250249	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : book 9.	TX0001481826	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 9 / Kenneth Hodkinson.	TX0000379638	12/6/1979
Educators Publishing Service, Inc.	Wordly wise : book A[-C] : answer key / Kenneth Hodkinson.	TX0000859475	2/23/1982
Educators Publishing Service, Inc.	Wordly wise : book A[-C] / Kenneth Hodkinson.	TX0000813520	9/9/1981
Educators Publishing Service, Inc.	Wordly wise books / [book [1-7] Kenneth Hodkinson & [book 1-4] Joseph G. Ornato.	TX0000168804	12/26/1978
Educators Publishing Service	Wordly wise readers : series A, book 1 [-6] / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen]	TX0001531206	1/25/1985
Educators Publishing Service	Wordly wise readers : workbook A / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen].	TX0001503601	1/25/1985
Educators Publishing Service	Wordly wise reading : bk. 1-2, with writing and comprehension exercises / Kenneth Hodkinson.	TX0002707215	12/13/1989
Educators Publishing Service, Inc.	Wordly wise teacher's key : bk. 5 / Kenneth Hodkinson.	TX0004446503	12/16/1996
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 3 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250248	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 4 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250247	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 5 / Kenneth Hodkinson.	TX0000250246	4/16/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 6 / Kenneth Hodkinson.	TX0000231865	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 7 / Kenneth Hodkinson.	TX0000231864	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 8 / Kenneth Hodkinson.	TX0000231863	4/16/1979
Educators Publishing Service, Inc.	Words I use when I write : teacher's guide / by Alana Trisler and Patrice Howe Cardiel.	TX0006271527	11/22/2005
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : bk. 3 / by C. Wilson Anderson.	TX0002077959	4/27/1987
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : book 1[-2] / by C. Wilson Anderson.	TX0000584746	11/24/1980
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 1, Kenneth Hodkinson, Sandra Adams.	TX0004303546	5/22/1996
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004565025	4/10/1998
Educators Publishing Service, Inc.	Worldly wise 3000 / by Kenneth Hodkinson and Sandra Adams ; text ill. by Anne Lord ; cover art by Carol Maglitta.	TX0005445918	9/24/2001
Educators Publishing Service, Inc.	Worldly wise : bk. 9 / Kenneth Hodkinson.	TX0003100430	7/1/1991
Educators Publishing Service, Inc.	Write about me, write about my world : teacher's guide / by Elsie S. Wilmerding.	TX0006008035	8/10/2004
Educators Publishing Service	Writing skills 1-2 / Diana Hanbury King.	TX0002707274	12/13/1989
Educators Publishing Service, Inc.	Writing skills 2 / Diana Hanbury King.	TX0004084040	8/11/1995
Educators Publishing Service, Inc.	Writing skills : bk. 1 / Diana Hanbury King.	TX0006011206	8/10/2004
Educators Publishing Service, Inc.	Writing skills for the adolescent / Diana Hanbury King.	TX0001681558	10/25/1985
Educators Publishing Service, Inc.	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0003979277	1/23/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0002072303	4/27/1987
Educators Publishing Service, Inc.	Written basic English for dyslexic students : transition to the classroom / Marietta Laing Biddle.	TX0004748814	4/10/1998
Educators Publishing Services, Inc.	Attack math teacher's resource book / Carole Greenes, Linda Schulman, Rika Spungin, George Immerzeel.	TX0005358305	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : bk. 1 / Nancy M. Hall.	TX0005358310	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : comprehension and reasoning skills : bk. 4 / Nancy M. Hall ; illustrated by Hugh Price an Alan Price.	TX0005504580	4/9/2002
Educators Publishing Services, Inc.	Bookwise : a literature guide, roll of thunder, hear my cry / Anita Moss.	TX0005358318	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, stone fox / Edith Baxter.	TX0005358317	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, the witch of Blackbird Pond / Molly Flender & Sonia Landes.	TX0005358311	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, tuck everlasting / Molly Flender & Sonia Landes.	TX0005358314	4/13/2001
Educators Publishing Services, Inc.	Dyslexia training program : schedule 1 student's book / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0005358315	4/13/2001
Educators Publishing Services, Inc.	Multi-sensory approach to language arts, book 2 : teaching manual	TX0005358308	4/13/2001
Educators Publishing Services, Inc.	Stepping stones : a path to critical thinking : bk. 2 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005504581	4/9/2002
Educators Publishing Services, Inc.	Story notebook : a writer's workshop organizer, bk. 2 / Karen L. Smith.	TX0005358316	4/13/2001
Educators Publishing Services, Inc.	Thinking about Mac and Tab : primary phonics comprehension workbook 5 / by Karen L. Smith.	TX0005358307	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Services, Inc.	Voculary builder : bk. 1 / Austin M. Works.	TX0003895590	9/29/1994
Educators Publishing Services, Inc.	Voculary builder : bk. 3 / Austin M. Works.	TX0003895591	9/29/1994
Educators Publishing Services, Inc.	Voculary builder : bk. 4 / Austin M. Works.	TX0003895589	9/29/1994
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6.	TX0007039394	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 1-2-3.	TX0007039363	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 4-5-6.	TX0007039405	8/31/2009
Educators Publishing Services, Inc.	Explode the code 5	TX0003700928	12/17/1993
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 135391	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A)	A 146679	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A, B, C)	A 146681	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form B and C)	A 176670	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 208864	1971
Educators Publishing Service	A First Course in Phonic Reading Teacher's Manual	A 221464	1971
Educators Publishing Service	Second English Review	A 288862	1971
Educators Publishing Service	A Second Course in Phonic Reading Book 1 and Teacher's Manual	A 301523	1971
Educators Publishing Service	A First Course in Phonic Reading	A 301524	1971
Educators Publishing Service	A First Course in Phonic Reading	A 390375	1972

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	First English Review	A 390378	1972
Educators Publishing Service	First English Review	A 576535	1962
Educators Publishing Service	Word Attack Manual and Test Booklet	A 576558	1962
Educators Publishing Service	Junior English review Exercises Book II	A 576560	1960
Educators Publishing Service	Second English Review	A 592196	1962
Educators Publishing Service	College Entrance Review in English Aptitude, Supplement	A 593201	1947
Educators Publishing Service	College Entrance Review in English Aptitude	A 600551	1962
Educators Publishing Service	Composition Book 2	A 624005	1963
Educators Publishing Service	Composition Book 1	A 624007	1963
Educators Publishing Service	A First Course in Remedial Reading (Student Workbook and TM)	A 631830	1963
Educators Publishing Service	Junior English Review Exercises Book I	A 656806	1963
Educators Publishing Service	College Entrance Review in English Aptitude	A 669316	1975
Educators Publishing Service	Basic Language Principles with Language Background	A 680788	1964
Educators Publishing Service	First English Review	A 718331	1964
Educators Publishing Service	Second English Review	A 718332	1964
Educators Publishing Service	A Second Course in Phonetic Reading Book 1	A 722585	1964
Educators Publishing Service	A Second Course in Phonetic Reading	A 722586	1964
Educators Publishing Service	A First Course in Phonic Reading and Teacher's Manual	A 788984	1965
Educators Publishing Service	A Childs Spelling System: The Rules	A 792458	1965
Educators Publishing Service	Structures and Techniques: Remedial Language Training	A 79987	1969

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability (Form A, B, and C, and Teacher's Manual)	A 811863	1966
Educators Publishing Service	Junior English Review	A 823303	1965
Educators Publishing Service	Mac	A 847404	1966
Educators Publishing Service	Ted	A 847409	1966
Educators Publishing Service	The Wig	A 847410	1966
Educators Publishing Service	Teacher's guide Senior English Review Exercises	A 866656	1966
Educators Publishing Service	Solving Language Difficulties	A 875 259	1966
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability: Teacher's Manual	A 896 250	1967
Educators Publishing Service	Preparing the Research Paper	A 935 498	1967
Educators Publishing Service	Alphabetic Phonics: Structures and Procedures, Coding and Terminology, Formulas for Diving Words into Syllables, Formulas for Spelling Words	A 935500	1967
Educators Publishing Service	Alphabetic Phonics Workbook1	A 935502	1927
Educators Publishing Service	Alphabetic Phonics Alphabet Cards	A 942771	1967
Educators Publishing Service	Wordly Wise Book 1 and 2	A 950553	1967
Ann Staman	Handprints : an early reading program : book C	TX0005320058	11/7/2000
Barbara W. Maker and Sons, Inc., revisions:	More primary phonics storybooks : bk 1-10	TX0004523410	1/2/1997
Educators Publishing Service, Inc., employer for hire			
Barbara W. Maker and Sons, Inc., rev materials:	Primary Phonics Set 4	TX0004756906	4/10/1998
Educators Publishing Service, Inc., employer for hire			
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5	TX0006320456	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5 : teacher's guide and answer key	TX0006320457	1/6/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 6	TX0006320458	1/6/2006
Educators Publishing Service, Inc.	Phonics plus C : reteach and practice differentiated instruction guide	TX0006320459	1/6/2006
Education Publishing Service	SPIRE level 6 word cards	TX0006409208	6/30/2006
Educators Publishing Service	Phonics plus K	TX0006320455	1/6/2006
Ann Staman	Handprints teacher's guide for book A	TX0005144929	2/14/2000
Ann Staman	Handprints, book A	TX0005144930	2/14/2000
Ann Staman	Handprints storybook B	TX0005155890	2/14/2000
Ann Staman	Handprints : bk. B: an early reading program	TX0005169444	3/14/2000
Ann Staman	Handprints : storybooks C, set 1	TX0005266984	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book C	TX0005253117	12/26/2000
Ann Staman	Handprints : an early reading program : teacher's guide for storybooks B	TX0005266879	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book B	TX0005266880	4/20/2000
Ann Staman	Handprints : an early reading program, set 2	TX0005375592	4/13/2001
Ann Staman	Handprints: an early reading program, storybooks D, set 1	TX0005613024	9/9/2002
Ann Staman	Handprints : an early reading program, teacher's guide for storybooks C, set .	TX0005309367	11/7/2000
Ann Staman	Handprints : an early reading program :bk. D.	TX0005504579	4/9/2002
Ann Staman	Handprints : an early reading program : storybooks B, set 2	TX0006123207	3/4/2005
Ann Staman	Handprints: Storybooks A, Set 3	TX0006829408	9/28/2007
Ann Staman	Handprints: Storybooks B, Sets 3	TX0006829409	9/28/2007
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 2-3	A 129104	1970

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A 1355387	1969
Educators Publishing Service	Solving Language Difficulties: Remedial Routines	A 208863	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A 288864	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 4	A 288866	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling; Teacher's Manual	A 384392	1972
Educators Publishing Service	Language Tool Kit	A 384397	1972
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A 390376	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 5-6	A 392763	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1-2	A 392765	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling	A 400057	1972
Educators Publishing Service	Recipe for Reading	A 401201	1972
Educators Publishing Service	Recipe for Reading	A 509655	1973
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 8	A 516405	1973
Educators Publishing Service	Language Tool Kit; Manual	A 669319	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 9-10	A 669321	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A 763989	1975
Educators Publishing Service	Solving Language Difficulties, Remedial Routines	A 875259	1994

FREY SCIENTIFIC

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000446751	4/4/1980
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000228899	4/16/1979
Frey Scientific Company	Leaves of North America.	TX0002020336	1/16/1987
Frey Scientific Company	Optical illusion.	TXu000476194	4/8/1991
Frey Scientific Company	Periodic table and atomic data.	TX0001410039	7/30/1984
Frey Scientific Company	Periodic table and atomic data : with illustrated text of nuclear terms.	TX0000685984	5/11/1981
Frey Scientific Company	Profile map showing oceanic features.	TX0003146858	4/18/1991
Frey Scientific Company, Inc.	Animal tissues : structure of skin, bone, muscle, and nerve.	TX0000770919	8/31/1981
Frey Scientific Company, Inc.	Bacteria and virus : structure of bacteria and virus.	TX0000770922	8/31/1981
Frey Scientific Company, Inc.	DNA--the basis of life : structure and nature of hereditary material.	TX0000770921	8/31/1981
Frey Scientific Company, Inc.	Ecology : carbon and nitrogen cycles.	TX0000770923	8/31/1981
Frey Scientific Company, Inc.	Evolution : four elements of modern synthetic theory.	TX0000770913	8/31/1981
Frey Scientific Company, Inc.	Frey biology charts : origin, composition, and evolution of living matter : [no.] 1.	TX0000770912	8/31/1981
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001555051	4/5/1985
		TX0001552319	4/5/1985
		TX0001555048	4/5/1985
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001289581	2/24/1984
		TX0001289583	2/24/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001089635 TX0001089718	3/25/1983 3/25/1983
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000947371 TX0000926359	3/18/1982 3/18/1982
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000651650 TX0000657272	3/16/81 3/3/81
Frey Scientific Company	Frey Scientific Company elementary science : catalog no. 384.	TX0001473941	3/22/1984
Frey Scientific Company, Inc.	Generalized cell : structure of a typical cell.	TX0000770914	8/31/1981
Frey Scientific Company, Inc.	Meiosis : sexual reproduction of cells.	TX0000770916	8/31/1981
Frey Scientific Company, Inc.	Mitosis : asexual reproduction of cells.	TX0000770915	8/31/1981
Frey Scientific Company, Inc.	Monohybrid cross : Mendel's classic pea plant cross.	TX0000770920	8/31/1981
Frey Scientific Company, Inc.	Photosynthesis : cyclic and noncyclic light reaction and carbon fixation.	TX0000770917	8/31/1981
Frey Scientific Company, Inc.	Plant tissues : structure of leaf, stem, and root.	TX0000770918	8/31/1981

HAMMOND & STEPHENS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Agriculture award : Agriculture award.	VA0000171217	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Art award : Art award.	VA0000171239	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Athletic award : Athletic award.	VA0000171232	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Attendance award : Attendance award.	VA0000171225	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Band award : Band award.	VA0000171233	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Business award : Business award.	VA0000171224	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Cheerleading award : Cheerleading award.	VA0000171226	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Choir award : Choir award.	VA0000171218	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Citizenship award : Citizenship award.	VA0000171240	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Computer award : Computer award.	VA0000171241	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Dance award : Dance award.	VA0000171242	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Debate award : Debate award.	VA0000171219	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Drama award : Drama award.	VA0000171237	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Driver education award : Driver education award.	VA0000171236	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Foreign language award : Foreign language award.	VA0000171235	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Gymnastics award : Gymnastics award.	VA0000171234	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Handwriting award : Handwriting award.	VA0000171238	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Health award : Health award.	VA0000171243	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Home economics award : Home economics award.	VA0000171244	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Honor award : Honor award.	VA0000171245	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Honor roll award : Honor roll award.	VA0000171220	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Honor Society award : Honor Society award.	VA0000171221	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Industrial arts award : Industrial arts award.	VA0000171246	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Journalism award : Journalism award.	VA0000171247	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Language arts award : Language arts award.	VA0000171248	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Mathematics award : Mathematics award.	VA0000171249	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Outstanding achievement award : Outstanding achievement award.	VA0000171222	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Physical education award : Physical education award.	VA0000171250	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Principal award : Principal award.	VA0000171223	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Reading award : Reading award.	VA0000171251	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Safety award : Safety award.	VA0000171227	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Science award : Science award.	VA0000171228	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Social studies award : Social studies award.	VA0000171229	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company--Spelling award : Spelling award.	VA0000171230	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company--Student Council award : Student Council award.	VA0000171231	11/5/1984
Hammond & Stephens Company	S.C.O.B.I. program for lesson planning : Lesson planning.	TX0001544708	3/15/1985

NEO/SCI

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Discover book log.	TX0005691112	2/26/2003
Premier Agendas, Inc.	2003 family in focus calendar.	TX0005691113	2/26/2003
Premier Agendas, Inc.	94/95.	TX0004485973	8/29/1996
Premier Agendas, Inc.	Academic 2001/2002 : student planner.	TX0005579875	6/21/2002
Premier Agendas, Inc.	Agenda 1994/1995.	TX0004485971	8/29/1996
Premier Agendas, Inc.	Agenda program manual for educators to help maximize school effectiveness.	TX0004962448	4/12/1999
Premier Agendas, Inc.	American High School student handbook 2001-2002.	TX0005579851	6/21/2002
Premier Agendas, Inc.	American middle school student handbook, 2001-2002.	TX0005575743	6/21/2002
Premier Agendas, Inc.	Building character.	TX0005578425	6/21/2002
Premier Agendas, Inc.	Building Good Character.	TX0007232365	9/24/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Catholic Resource Supplement- Elementary.	TX0007232569	10/7/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Middle and High School.	TX0007219036	9/24/2008
Premier Agendas, Inc.	Central High School school agenda '93-94.	TX0004346836	8/29/1996
Premier Agendas, Inc.	Conflict resolution.	TX0005706279	2/26/2003
Premier Agendas, Inc.	D. Russell Parks Junior High School : student handbook '90-'91 : sample : Premier middle school reminder '90-'91.	TX0004485975	8/29/1996
Premier Agendas, Inc.	Destination--character / material written by Ann C. Dotson & Karen D. Wisont.	TX0005579855	6/21/2002
Betty Ford Center, Premier Agendas, Inc.	Drug and Alcohol Prevention.	TX0007232377	9/24/2008
Premier Agendas, Inc.	Elementary Study Skills and Test Preparation.	TX0007232280	9/24/2008
Premier Agendas, Inc.	Enter the Premier circle of success and develop a community of learners : Premier school agenda.	TX0004485974	8/29/1996
Premier Agendas, Inc.	Eudora Senior High School : Premier School Agendas '92-93.	TX0004360229	8/29/1996
Premier Agendas, Inc.	Fiesta Lincoln-Mercury auto agenda '96.	TX0004482039	8/29/1996
Premier Agendas, Inc.	Financial Planning.	TX0007232283	9/24/2008
Premier Agendas, Inc.	Franklin collegiate events planner/agenda.	TX0005123385	1/11/2000
Premier Agendas, Inc.	Franklin compass agenda : 1998/99.	TX0004962461	4/12/1999
Premier Agendas, Inc.	George Washington Carver Magnet School : student handbook 93-94.	TX0004485972	8/29/1996
Premier Agendas, Inc.	Health and Wellness.	TX0007146365	9/30/2008
Premier Agendas, Inc.	If I plan to learn, I must learn to plan.	TX0004797072	6/12/1998
Premier Agendas, Inc.	Journeying in our faith.	TX0005837200	6/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Kaimuki High School student handbook 2001-2002.	TX0005811847	6/21/2003
Premier Agendas, Inc.	Lincoln Elementary School student handbook, 2002-2003.	TX0005575742	6/21/2002
Premier Agendas, Inc.	Loda Grade School student handbook, 2001-2002.	TX0005575747	6/21/2002
Premier Agendas, Inc.	Making Character Count.	TX0007144213	9/30/2008
Premier Agendas, Inc.	My journal.	TX0004791781	6/12/1998
Premier Agendas, Inc.	My journal.	TX0004346838	8/29/1996
Premier Agendas, Inc.	Online Safety.	TX0007146220	9/30/2008
Premier Agendas, Inc.	Personal planning & study resource guide.	TX0004341561	7/15/1996
Premier Agendas, Inc.	Plan for success 2002-2003 planner.	TX0005579866	6/21/2002
Premier Agendas, Inc., The College Board	Premier Agenda for CollegeEd - Freshman Edition 2008-2009.	TX0007215645	10/24/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd - Middle School Edition 2008-2009.	TX0007224294	11/3/2008
The College Board, Premier Agendas Inc.,	Premier Agenda for CollegeEd - Senior Edition 2008-2009.	TX0007201590	10/16/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd Sophomore Edition 2008-2009.	TX0007161603	10/16/2008
Premier Agendas, Inc.	Premier auto agenda.	TX0004482038	8/29/1996
Premier Agendas, Inc.	Premier Bilingual Spanish-English Agenda Middle Level Edition 2008-2009.	TX0007190057	9/12/2008
Premier Agendas, Inc.	Premier binder reminder, 1994-1995.	TX0004346839	8/29/1996
Premier Agendas, Inc.	Premier binder reminder '90-91.	TX0003745173	6/17/1994
Premier Agendas, Inc.	Premier binder reminder 91/92.	TX0003745067	4/26/1994
Premier Agendas, Inc.	Premier Character Development Agenda Elementary Edition 2008-2009.	TX0007233192	10/6/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Character Development Agenda - Primary Edition 2008-2009.	TX0007234888	10/7/2008
Premier Agendas, Inc.	Premier compass agenda, 2000-2001.	TX0005241010	7/5/2000
Premier Agendas, Inc.	Premier compass agenda : PCA : millennium : agenda 1999-2000.	TX0005126817	1/11/2000
Premier Agendas, Inc.	Premier Compass Planner 2008-2009.	TX0007161589	10/10/2008
Premier Agendas, Inc.	Premier discover agenda.	TX0005579838	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575744	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575746	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005914302	2/13/2004
Premier Agendas, Inc.	Premier Early Learning Agenda.	TX0007187707	9/30/2008
Premier Agendas, Inc.	Premier elementary agenda 1996-1997.	TX0004346837	8/29/1996
Premier Agendas, Inc.	Premier elementary agenda, 1998-1999.	TX0004960012	4/12/1999
Premier Agendas, Inc.	Premier elementary agenda, 2000-2001.	TX0005241011	7/5/2000
Premier Agendas, Inc.	Premier elementary agenda, 2001-2002.	TX0005420297	7/27/2001
Premier Agendas, Inc.	Premier Elementary Agenda : class act : 1997-1998.	TX0004791748	6/12/1998
Premier Agendas, Inc.	Premier elementary level agenda.	TX0005125329	1/11/2000
Premier Agendas, Inc.	Premier Faith and Life Agenda Elementary Edition 2008-2009.	TX0007252989	10/7/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda High School Edition, 2008-2009.	TX0007135172	10/10/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda Middle Level Edition 2008-2009.	TX0007207637	10/2/2008
Premier Agendas, Inc.	Premier Foundations Agenda - Elementary Edition 2008-2009.	TX0007189233	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda - High School Edition, 2008-2009.	TX0007224016	10/7/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Foundations Agenda Middle School 2008-2009.	TX0007189266	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda - Primary Edition 2008-2009.	TX0007219308	10/24/2008
Premier Agendas, Inc.	Premier Health and Wellness Agenda - Elementary Edition 2008-2009.	TX0007221680	11/28/2008
Premier Agendas, Inc.	Premier Kaplan Test Prep Agenda 2008-2009.	TX0007261150	11/24/2008
Premier Agendas, Inc.	Premier Legacy Educator Planner 2008-2009.	TX0007189189	9/30/2008
Premier Agendas, Inc.	Premier middle level agenda.	TX0005125327	1/11/2000
Premier Agendas, Inc.	Premier middle level agenda, 1998-1999.	TX0004960011	4/12/1999
Premier Agendas, Inc.	Premier middle level agenda, 2000-2001.	TX0005241013	7/5/2000
Premier Agendas, Inc.	Premier middle level agenda, 2001-2002.	TX0005420295	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2001-2002.	TX0005420296	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2002-2003.	TX0005900935	6/21/2002
Premier Agendas, Inc.	Premier middle school reminder '91-92.	TX0003745175	6/17/1994
Premier Agendas, Inc.	Premier Plan-It.	TX0005575745	6/21/2002
Premier Agendas, Inc.	Premier Plan-it 1996.	TX0004360227	8/29/1996
Premier Agendas, Inc.	Premier plan-it : agenda 2001-2002.	TX0005420316	7/27/2001
Premier Agendas, Inc.	Premier primary agenda, 2000-2001.	TX0005241014	7/5/2000
Premier Agendas, Inc.	Premier primary journal.	TX0005125328	1/11/2000
Premier Agendas, Inc.	Premier primary journal, 1998-1999.	TX0004960010	4/12/1999
Premier Agendas, Inc.	Premier primary journal, 2001-2002.	TX0005420294	7/27/2001
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004485977	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004486867	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier School Agenda, 1996/97.	TX0004360228	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1996/97.	TX0004485978	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1998-1999.	TX0004962462	4/12/1999
Premier Agendas, Inc.	Premier school agenda, 2000-2001.	TX0005240771	7/5/2000
Premier Agendas, Inc.	Premier school agenda 88/89.	TX0003745064	4/26/1994
Premier Agendas, Inc.	Premier school agenda 89/90.	TX0003745065	4/26/1994
Premier Agendas, Inc.	Premier school agenda 90/91.	TX0003745066	4/26/1994
Premier Agendas, Inc.	Premier school agenda 92/93.	TX0003745068	4/26/1994
Premier Agendas, Inc.	Premier school agenda 93/94.	TX0003745069	4/26/1994
Premier Agendas, Inc.	Premier school agendas.	TX0005123384	1/11/2000
Premier Agendas, Inc.	Premier School Agendas.	TX0004791749	6/12/1998
Premier Agendas, Inc.	Premier School Agendas.	TX0004797071	6/12/1998
Premier Agendas, Inc.	Premier School Agendas 1996-1997.	TX0004485976	8/29/1996
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Elementary Edition 2008-2009.	TX0007189331	9/30/2008
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Primary Edition 2008-2009.	TX0007189306	9/30/2008
Premier Agendas Inc.	Premier TimeTracker Agenda - Elementary Edition 2008-2009.	TX0007173009	10/31/2008
Premier Agendas Inc.	Premier TimeTracker Agenda High School Edition 2008-2009.	TX0007156686	10/8/2008
Premier Agendas Inc.	Premier TimeTracker Agenda- Middle Level Edition 2008-2009.	TX0007207395	10/9/2008
Premier Agendas Inc.	Premier TimeTracker Agenda Primary Edition 2008-2009.	TX0007189874	9/30/2008
Premier Agendas, Inc.	Premiere compass : agenda 2001-2002.	TX0005420318	7/27/2001
Premier Agendas, Inc.	Premiere discover agenda.	TX0005580041	6/21/2002
Premier Agendas, Inc.	Premiere school agenda 2001-2002.	TX0005420317	7/27/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	School agenda 85/86.	TX0003745061	4/26/1994
Premier Agendas, Inc.	School agenda 86/87.	TX0003745062	4/26/1994
Premier Agendas, Inc.	School Smart Agenda - Middle Level Edition 2008-2009.	TX0007149089	10/9/2008
Premier Agendas, Inc.	School Smart Agenda Primary Edition 2008 - 2009.	TX0007189829	9/12/2008
Premier Agendas Inc.	Stand Up ... Against Bullying!	TX0007146378	9/30/2008
Premier Agendas Inc.	Stand Up! Speak Out!	TX0007144224	9/30/2008
Premier Agendas, Inc.	Student handbook and student planning calendar 1992-1993.	TX0003745174	6/17/1994
Premier Agendas, Inc.	Student handbook study guide and assignment calendar, 1987-88.	TX0003745063	4/26/1994
Premier Agendas Inc.	Study Skills and Test Preparation.	TX0007139359	10/31/2008
Premier Agendas, Inc.	Summit survival guide.	TX0005704343	2/26/2003
Premier Agendas, Inc.	Taft Junior High School student handbook assignment organizer.	TX0003745176	6/17/1994
Premier Agendas Inc.	Take Action...Against Bullying!	TX0007159107	10/10/2008
Premier Agendas, Inc.	Tate High School : student handbook 91-92.	TX0004482036	8/29/1996
Premier Agendas, Inc.	Utah Association of Secondary School Principals.	TX0004094588	9/27/1995
Premier Agendas, Inc.	What is character? / Anne C. Dotson and Karen D. Wisont, 1963-.	TX0005241012	7/5/2000
Premier Agendas, Inc.	Premier Smart Pack.	TX0005567371	2/26/2003
Premier School Agendas, Inc.	Compass for Campus : facilitator guide.	TX0005122076	1/11/2000
Premier School Agendas, Ltd.	Premier elementary reminder 1989-90.	TX0004334250	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '90-91.	TX0004334249	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '91-92.	TX0004334248	7/15/1996
Premier School Agendas, Ltd.	Saltar's point, Steilacoom, Premier School Agenda '92-93.	TX0004471116	7/15/1996

SAX ARTS & CRAFTS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Sax Arts and Crafts	Sax Arts and Crafts	TX0000015409	2/13/1978

SCHOOL SPECIALTY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	Making Connections Audio Recordings Book 1.	SR0000675433	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 2.	SR0000675442	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 3.	SR0000675443	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 4.	SR0000675444	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 5.	SR0000675445	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 6.	SR0000675441	5/23/2011
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Aqua.	TX0007262706	8/12/2010
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Crimson.	TX0007262688	8/12/2010
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Gold.	TX0007262704	8/12/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 1, 2nd edition.	TX0007246501	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 2, 2nd edition.	TX0007246491	8/16/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc., Transfer: By written agreement	Megawords 3, 2nd edition.	TX0007293223	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 4, 2nd edition.	TX0007246289	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 5, 2nd edition.	TX0007246486	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 6, 2nd edition.	TX0007246051	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 7, 2nd edition.	TX0007293320	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 8, 2nd edition.	TX0007293235	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords Test Manual, 2nd edition.	TX0007293326	8/16/2010
School Specialty, Inc.	North Dakota: its place in region & 2 other titles.	V3418D016	6/23/1998
School Specialty, Inc.	North Dakota: its place in the region & 1 other title.	V3406D464	10/31/1997
School Specialty Supply, Inc.	Ad Astra : Kansas capitol dome sculpture 1992.	VA0000486477	11/4/1991
School Specialty Supply, Inc.	AD Astra; poster.	V3078P214	2/13/1995
ClassroomDirect.com, LLC	ClassroomDirect.com Web Site	TX0006125383	4/14/2005
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 5	TX0007545764	4/23/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 8	TX0007545773	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 4	TX0007545781	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 5	TX0007545782	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 6	TX0007545750	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 8	TX0007545779	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Reader Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 7		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Initial Placement Assessment		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 2	TX0007561190	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 3	TX0007561196	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 7	TX0007561202	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 2	TX0007561188	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 3	TX0007561189	6/13/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 4	TX0007561187	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 7	TX0007561206	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 7		Pending
School Specialty, Inc.	Content-Area Vocabulary Builder	TX0007561276	5/23/2011

SPEECH BIN

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	1/23/1997
Speech Bin, Inc.	Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	8/9/1999
Speech Bin, Inc.	Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	1/23/1997
Speech Bin, Inc.	RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	1/23/1997
Speech Bin, Inc.	Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	1/23/1997
the Speech Bin	Sounds plus s + r : Sounds plus sibilants.	TX0001895398	8/6/1986
the Speech Bin	Speech beans.	TX0001879656	8/7/1986
Speech Bin, Inc.	Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	5/22/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	4/7/1998
Speech Bin, Inc.	TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997
Speech Bin, Inc.	Warmups & workouts : exercises for learning "r" / Jane Folk ; Sara Folk, illustrator.	TX0004292198	5/22/1996
the Speech Bin	Who gets on jets?	TX0001884107	8/7/1986
Speech Bin, Inc.	Workbook for memory skills / Beth M. Kennedy.	TX0004450527	1/23/1997
Speech Bin, Inc.	Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	5/22/1996
Speech Bin, Inc.	Artic-pic : a show 'n' tell book about [r] ; Artic-pic : a show 'n' tell book about [s] / Denise Grigas.	TX0005027145	8/9/1999
Speech Bin, Inc.	Blonigen fluency program / Julie A. Blonigen.	TX0005375899	1/4/2001
Speech Bin, Inc.	Breakfast club : enhancing the communication ability of Alzheimer's patients.	PA0000865729	7/10/1997
Speech Bin, Inc.	Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	7/10/1997
Speech Bin, Inc.	COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	7/10/1997
Speech Bin, Inc.	Effective conversations--techniques for talking together / Darlene Lengel.	TX0004294307	5/20/1996
Speech Bin, Inc.	Effective listening / Darlene Lengel.	TX0005027144	8/9/1999
Speech Bin, Inc.	I can say R.	TX0005539440	5/21/2002
Speech Bin, Inc.	I can say S.	TX0005539439	5/21/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	1/4/2001
Speech Bin, Inc.	MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	5/20/1996
Speech Bin, Inc.	Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	1/4/2001
the Speech Bin, Inc.	Sound advice.	TX0002233302	9/14/1987
Speech-Bin, Inc.	Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	1/4/2001
Speech-Bin, Inc.	Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	5/21/1996
Speech Bin, Inc.	Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	8/9/1999
Speech Bin, Inc.	Take a chance / Gary J. Cooper.	TX0003740044	2/1/1994
Speech Bin, Inc.	What is auditory processing? / Susan Bell.	TX0003721616	2/1/1994
Speech Bin, Inc.	What is dementia? / Mary Jo Santo Pietro.	TX0005027090	8/9/1999

SPORTIME

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag bears.	VAu000425885	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag bunnies.	VA0000884346	10/21/1997
Select Service & Supply d.b.a Sportime International	Bean bag frogs.	VA0000875777	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag gorillas.	VA0000875779	10/6/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag hippo.	VA0000875780	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag pig.	VA0000875778	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag triceratops.	VAu000425884	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag turtles.	VA0000908300	10/24/1997
Select Service & Supply d.b.a Sportime International	Bean bag tyrannosaurus.	VAu000425886	3/5/1998
Sportime, LLC	Hands-On basketball.	VA0000932992	6/12/1998

Schedule 11 Deposit Accounts, Securities Accounts and Commodity Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	
School Specialty, Inc.	Operating	JPMorgan Chase	*
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
Bird in Hand	Disbursement	JPMorgan Chase	
School Specialty, Inc.	Payroll	JPMorgan Chase	
Califone	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	
School Specialty, Inc.	Flex Spending	JPMorgan Chase	
School Specialty, Inc. (d/b/a SPARK)			
	Working Fund	JPMorgan Chase	
Califone	Credit Card Depository	JPMorgan Chase	
Delta Education	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	School Specialty/LB Depository	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
Califone International, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	
Premier Agendas, Inc.	Depository	JPMorgan Chase	*

Califone International, Inc.	Depository	Wells Fargo Bank	*
School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Concentration	JPMorgan Chase	*
School Specialty, Inc.	Depository	Comerica	**
School Specialty, Inc.	Depository	JPMorgan Chase	**
School Specialty, Inc.	Depository	Bank of America	**

* Control agreements in effect for these accounts

** Accounts which are utilized to collateralize letters of credit. It is assumed that these will be eventually replaced with a Wells Fargo account and corresponding letters of credit.

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Bank of America
112 East Holly Street
Bellingham, WA 98225
(360) 676-2816

Wells Fargo Bank
21255 Burbank Blvd., Suite 110
Woodland Hills, CA 91367
Peggy Knox (818) 595-3961

Schedule 11 Deposit Accounts, Securities Accounts and Commodity Accounts

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Lockbox Depository	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Disbursement-Payables	JPMorgan Chase
Premier School Agendas, Ltd.	Credit Card Depository	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase
School Specialty, Inc.	Lockbox and Disbursements	JPMorgan Chase
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Schedule 12 Chattel Paper

None

Schedule 13 Letter-of-Credit Rights

None

Schedule 14 Documents

None

Schedule 15 Assigned Agreements

See Schedule 7

Schedule 16 Existing Financing Statements

Premier Agendas, Inc.

Washington Department of Licensing

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Premier Agendas, Inc. 2000 Kentucky Street Bellingham WA 98226	2009-091-5951	4/1/2009	Fujifilm Graphic Systems USA, Inc. 350 Central AVE Hanover Park, IL 60133	All debtor's right, title now owned or hereafter acquired in lithographic plates, film, prepressed proofing materials and miscellaneous lithographic supplies provided by Enovation Graphic Systems Inc. or credited from Enovation Graphic Systems, Inc. regardless of the deliver but does not constitute any security interest in any of the assets of the company listed on this filing.
School Specialty, Inc.	120007074826 Wisconsin Department of Financial Institutions	5/24/2012	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.

School Specialty, Inc.

120004986734
Wisconsin Department of
Financial Institutions

4/13/2012

IKON Financial SVCS

All equipment now or hereafter leased in an equipment leasing transaction in connection with that certain Master Agreement No. see below, Product Schedule No./Agreement No. see below (“Lease”), as amended from time to time, between IOS Capital, LLC as lessor, and the above referenced Lessee/Debtor, including, without limit, the equipment listed below, and all additions, improvements, attachments, accessories, accessions, upgrades and replacements related thereto, and any and all substitutions or exchanges, and any and all products, insurance and/or other proceeds (cash and non-cash) there from: The equipment location is as identified in the Lease. This IS intended to be a true lease transaction. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the parties to which this document applies IS other than lessor and lessee, respectively. This financing statement is filed solely to protect the interests of the parties In the event of unwarranted assertions by any third party. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only. Product Schedule No./Agreement No. 2907845, Master Agreement/Lease No. CUSTOMER: 1418270 RPROC901 CI0071478

**ASSET PURCHASE AGREEMENT
DATED AS OF JANUARY 28, 2013
AMONG
BAYSIDE SCHOOL SPECIALTY, LLC,
SCHOOL SPECIALTY, INC.,
AND
THE OTHER SELLERS NAMED HEREIN**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January 28, 2013 (the "Execution Date"), is made by and among (i) Bayside School Specialty, LLC, a Delaware limited liability company ("Purchaser"), and (ii) School Specialty, Inc., a Wisconsin corporation ("SS") and each of its Subsidiaries listed on the signature pages of this Agreement (together with SS, each a "Seller" and collectively, "Sellers").

RECITALS

WHEREAS, on January 28, 2013 (the "Petition Date"), Sellers filed voluntary petitions for reorganization relief (the "Bankruptcy Cases") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code");

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Sellers, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Acquired Assets and the Assumed Liabilities as more specifically provided herein;

WHEREAS, the board of directors, board of managers or applicable governing body of each Seller has determined that it is advisable and in the best interests of their respective estates and the beneficiaries of such estates to consummate the transactions provided for herein pursuant to the Bidding Procedures Order and the Sale Order and has approved this Agreement; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers and Purchaser hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

"ABL Credit Agreements" means (a) the Debtor-In-Possession Credit Facility, dated as of January 28, 2013, by and among the borrowers and guarantors named therein, Wells Fargo Capital Finance, LLC, as agent, and the lenders party thereto from time to time, as amended from time to time (the "ABL DIP Credit Agreement") and (b) the Existing Loan Agreement (as defined in the ABL DIP Credit Agreement).

"ABL Credit Parties" means all Agents and all lenders party to the ABL Credit Agreements.

“Acquired Assets” are those assets described in Section 2.1.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Allocation Statement” has the meaning set forth in Section 3.2.

“Alternate Transaction” means a transaction or series of related transactions pursuant to which Sellers (a) accept a bid, other than that of Purchaser, as the highest or best offer in the Auction or (b) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization, or bankruptcy plan of reorganization or liquidation, or other similar transaction (by Sellers or otherwise), including a Court-approved stand-alone plan of reorganization or refinancing, all or substantially all of the Acquired Assets (or agrees to do any of the foregoing) to a party or parties other than Purchaser.

“Ancillary Agreement” means any agreement, document or instrument (other than this Agreement) that any Seller or Purchaser, as applicable, enters into or delivers in connection with the consummation of the transactions contemplated hereby.

“Assigned Contract” means any Purchased Contract, other than the Excluded Contracts.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement in substantially the form annexed hereto as Exhibit A evidencing the assignment to and assumption by Purchaser of all rights and obligations under the Assigned Contracts.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumed Plans” has the meaning set forth in Section 6.5(g).

“Assumption Order” means an order of the Bankruptcy Court authorizing the assumption or the assumption and assignment of a Contract pursuant to Section 365 of the Bankruptcy Code.

“Avoidance Action” means any claim, right or cause of action of Sellers arising under sections 544 through 553 of the Bankruptcy Code.

“Auction” means the auction for the sale of Sellers’ assets conducted by Sellers if, and only if, any Qualified Bid is received pursuant to the Bidding Procedures Order.

“Bankruptcy Cases” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bidding Procedures Order” means an order, in all material respects in the form of Exhibit C, issued by the Bankruptcy Court that, among other things, establishes procedures for an auction process to solicit competing bids and authorizes payment of the Breakup Fee and the Expense Reimbursement in accordance with the terms and subject to the conditions in such order.

“Bill of Sale” means the Bill of Sale in all material respects in the form of Exhibit D conveying to Purchaser title to all of the Acquired Assets.

“Breakup Fee” means an amount equal to \$2,850,000.

“Budget” means the Approved Budget as defined in the DIP Credit Agreement and as provided to the administrative agent pursuant to the DIP Credit Agreement and attached thereto as an exhibit.

“Business” means Sellers’ business of providing instructional solutions that address a broad spectrum of educational needs, including basic school supplies, supplemental learning products, classroom equipment and furniture, and standards-based curriculum solutions.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York are authorized by Law or other governmental action to close.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder.

“Claim” has the meaning ascribed by Bankruptcy Code § 101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Closing” has the meaning set forth in Section 10.1.

“Closing Date” has the meaning set forth in Section 10.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

“Contract” means any agreement, contract, lease, sublease, purchase order, arrangement, license, commitment or other binding arrangement or understanding, whether written or oral, and any amendments, modifications or supplements thereto, including, for the avoidance of doubt, any Real Property Lease and any customer agreement or contract.

“Contract & Cure Schedule” has the meaning set forth in Section 2.5(a).

“Contract Notice” has the meaning set forth in Section 2.5(c).

“Copyrights” means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, including copyrights in compilations, collective works and all content and information contained on any website and “mask works” (as defined under 17 U.S.C. § 901) and any registrations and applications for “mask works.”

“Credit Bid Amount” has the meaning set forth in Section 3.1(a).

“Cure Cost” means any amounts required by Section 365(b)(1) of the Bankruptcy Code under any applicable Designated Contract.

“Designated Contracts” means all Contracts set forth on the Contract & Cure Schedule.

“Designation Deadline” means 5:00 p.m., New York time, on the date that is 120 days after the Petition Date (or if such date is not a Business Day, the last Business Day immediately prior thereto), or such later date to which Purchaser and Sellers shall mutually agree and as the Bankruptcy Court may authorize.

“Designee” has the meaning set forth in Section 3.3.

“DIP Credit Agreement” means that certain Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of January 28, 2013 among School Specialty, Inc., Classroomdirect.Com, LLC, Delta Education, LLC, Sportime, LLC, Childcraft Education Corp., Bird-In-Hand Woodworks, Inc., Califone International, Inc., and Premier Agendas, Inc., as Borrowers, Select Agendas, Corp., Frey Scientific, Inc., and Sax Arts & Crafts, Inc., as Guarantors, the Lenders, as defined therein, and Bayside Finance, LLC, as Administrative Agent and as Collateral Agent.

“DIP Obligations” means all Indebtedness as of the Closing outstanding under the DIP Credit Agreement.

“DIP Orders” means the interim and final orders of the Bankruptcy Court approving Sellers’ entry into the DIP Credit Agreement.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (including design specifications, functional requirements, operating instructions, logic manuals and flow charts), user documentation (including installation guides, user manuals, training materials, release notes and working papers), marketing documentation (including sales brochures, flyers,

pamphlets, Internet Web pages and any Internet Web page content), cost and pricing information, business plans, quality control records and procedures, blueprints, accounting and tax files, customer files and documents (including credit information), personnel files for employees, supplier lists, records, literature and correspondence, including materials relating to inventories, services, marketing, advertising, promotional materials, documents evidencing or constituting Intellectual Property, and other similar materials to the extent related to, used in, or held for use in, the Business or the Acquired Assets, in each case whether or not in electronic form, whether or not physically located on any of the Leased Real Property or the Owned Real Property, but excluding (a) personnel files for Employees who are not hired by Purchaser as of the Closing Date (except records necessary for Purchaser to provide COBRA coverage if required by Law) and (b) any materials exclusively related to any Excluded Assets.

“Electronic Delivery” has the meaning set forth in Section 12.12.

“Employee” means any employee of Sellers as of the Closing Date.

“Employee Benefit Plans” has the meaning set forth in Section 4.11(a).

“Encumbrances” means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, pledge, levy, charge, encumbrance, option, right of first refusal, restriction (whether on transfer, disposition or otherwise), other similar agreement terms tending to limit any right or privilege of any Seller under any Contract, conditional sale contract, title retention contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment or binding obligation of any kind whatsoever, whether written or oral, or imposed by any Law, equity or otherwise.

“Environmental Laws” has the meaning set forth in Section 4.12.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliates” has the meaning set forth in Section 4.11(a).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” means (a) the Contracts set forth on Schedule 1.1(a) as updated pursuant to Section 2.5 and (b) Contracts relating to the Excluded Assets and the Excluded Liabilities.

“Excluded Environmental Liabilities” means any Liability or other investigatory, corrective or remedial obligation, whenever arising or occurring, arising under Environmental Laws with respect to Sellers, the Business, the Acquired Assets, the Facilities or the Leased Properties (including any arising from the on-site or off-site Release, threatened Release, treatment, storage, transportation, processing, disposal, or arrangement for disposal of Hazardous Materials) whether or not constituting a breach of any representation or warranty herein and whether or not set forth on any schedule attached hereto, but only to the extent related to pre-Closing conditions.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Execution Date” has the meaning set forth in the Preamble.

“Expense Reimbursement” means the reasonable out-of-pocket costs, fees and expenses (including legal, financial advisory, accounting and other similar costs, fees and expenses) incurred by Purchaser or its Affiliates (other than Sellers) in connection with the negotiation, documentation and implementation of this Agreement and the transactions contemplated hereby and all proceedings incident thereto; provided, that under no circumstances shall the amount of the Expense Reimbursement exceed \$1,000,000 in the aggregate.

“Facilities” means all facilities owned or leased by the Sellers at which the Business is conducted including all Leased Real Property and Owned Real Property.

“FF&E” means all equipment, machinery, fixtures, furniture and other tangible property owned by Sellers (unless sold to any third party in the ordinary course of business and not in violation of this Agreement), located at any of the Facilities, stored in any offsite location or used, held for use or useful in the operation of the Business or the Acquired Assets (including all such property that is damaged), including all work in process, raw materials, inventory, stores and supplies, tools, finished products, spare parts, packaging and shipping containers, and other materials.

“Furnished Reports” has the meaning set forth in Section 4.14(a).

“GAAP” has the meaning set forth in Section 4.14(b).

“Governmental Authority” means any U.S. or foreign, federal, state or local, court, tribunal, governmental department, agency, board or commission, regulatory, taxing or supervisory authority, or other administrative, governmental or quasi-governmental body, subdivision or instrumentality.

“Hazardous Materials” shall mean (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a “hazardous substance,” “hazardous material,” “hazardous waste” or “pollutant” or otherwise subject to regulation, investigation, control or remediation under any applicable Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Improvements” means, with respect to any Real Property, all buildings, fixtures, structures, systems, facilities, easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances and all other rights and benefits belonging, or in any way related, to such Real Property.

“Indebtedness” with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (a) any obligation of such Person incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (b) the face amount of all letters of credit issued for the account of such Person, (c) obligations of such Person secured by Liens or Encumbrances, (d) capitalized lease obligations of such Person, (e) all guarantees and similar obligations of such Person, (f) all accrued interest, fees and charges in respect of any indebtedness of such Person and (g) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness of such Person.

“Intellectual Property” means all rights of Sellers in and to: (a) Trademarks; (b) Patents; (c) Copyrights; (d) Software; (e) rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; (f) inventions (whether or not patentable), discoveries, improvements, know-how, formulae, methodologies, business methods, processes, technology, drawings, specifications and data, and applications, registrations or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; (g) Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; (h) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (j) any and all other intellectual property and proprietary rights; (k) all rights under agreements relating to the foregoing; (l) all books and records pertaining to the foregoing; (m) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing and (n) goodwill related to all of the foregoing.

“Interest” means “interest” as that term is used in Bankruptcy Code Section 363(f).

“Inventory” means all raw materials, work-in-process, inventory, supplies, finished goods and goods in transit, packaging materials and other consumables of Sellers, including inventory (i) in the possession of the Company or (ii) that is to be delivered by the vendor of such inventory to Sellers pursuant to an order made by or on behalf of Sellers prior to the Closing, but in each case excluding inventory, supplies, finished goods and goods in transit of the Company that are (x) damaged or otherwise designated as “return to vendor” or (y) designated to be sold as part of a bulk sale.

“IP Licenses” has the meaning set forth in Section 4.6(a)(xiii).

“IRS” means the U.S. Internal Revenue Service.

“Law” means any law, statute, ordinance, regulation, rule, code or rule of common law or otherwise of, or any order, judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

“Leased Real Property” means all Real Property leased, subleased or licensed by Sellers, as lessee, sublessee or licensee, all of which are identified on Schedule 4.7(a).

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

“License Agreements” has the meaning set forth in Section 4.8(b).

“Lien” has the meaning given to that term in the Bankruptcy Code.

“Material Adverse Effect” means a state of facts, event, change or effect with respect to the Business, the Acquired Assets or the Assumed Liabilities that results in or would reasonably be expected to result in a material adverse effect on the results of operations or condition (financial or otherwise) of the Sellers, the Acquired Assets and the Business, taken as a whole, but excludes any state of facts, event, change or effect relating to (a) changes or conditions affecting the industries in which Sellers operate generally; (b) changes in economic, regulatory or political conditions generally; (c) changes in financial, banking or securities markets; (d) changes in applicable Law or GAAP or interpretations thereof; (e) any act of war, terrorism or armed conflict; (f) the public announcement, pendency or completion of the transactions contemplated by this Agreement and (g) the filing of the Bankruptcy Cases and the effect thereof; provided, in each of clauses (a) through (e), that any such change does not have a disproportionate effect on the Acquired Assets and the Business taken as a whole.

“Material Contracts” has the meaning set forth in Section 4.6(b).

“Non-Assignable Contracts” has the meaning set forth in Section 2.5(f).

“Orders” means the Sale Order and the Bidding Procedures Order.

“Owned Intellectual Property” has the meaning set forth in Section 4.8(d).

“Owned Real Property” has the meaning set forth in Section 4.7(a).

“Patents” means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

“Permits” means all certificates of occupancy or other certificates, permits, authorizations, filings, approvals and licenses possessed by Sellers, or through which Sellers have rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Acquired Assets.

“Permitted Lien” means: (a) Liens and Encumbrances for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of Sellers; (b) statutory liens of carriers, warehousemen, mechanics, repairmen, workmen, suppliers or materialmen imposed by Law and arising in the ordinary course of business that are not delinquent and that do not, individually or in the aggregate, materially affect the ownership, lease, value or use of the affected asset or of the Acquired Assets as a whole; (c) pledges or deposits in connection with workers’ compensation, unemployment insurance and other social-security Laws; (d) with respect to Real Property, any Lien or Encumbrance which a reputable title insurance company would be willing to omit as an exception, or affirmatively insure, in its title insurance policy for the applicable parcel of Real Property; (e) with respect to Real Property, any condition that may be shown by a current and accurate survey, or that would be apparent as part of a physical inspection, of the applicable parcel of Real Property, in each case which does not materially adversely interfere with the present use of the parcel of Real Property it affects; (f) Liens and Encumbrances that will be released prior to or as of Closing; (g) with respect to leased or licensed property (including the Leased Real Property), the terms and conditions of the lease or license applicable thereto to the extent constituting a Purchased Contract; (h) all defects, exceptions, restrictions, easements, rights-of-way and other similar encumbrances of record other than monetary encumbrances, judgments and monetary liens that in each case (1) would not in any case, individually or in the aggregate, reasonably be expected to materially and adversely impair the ownership or lease of nor materially and adversely detract from the value or use of the property subject thereto or (2) would not be reasonably expected to materially interfere with the ordinary conduct of the business of Sellers at the property subject thereto; (i) zoning, entitlement, building and other land use regulations and codes imposed by any Governmental Authority having jurisdiction over the Real Property, which are not violated by the current use, occupancy or operation of the Real Property; (j) any right, title or interest of a lessor, sublessor or licensor under any of the Real Property Leases; and (k) in the case of the Leased Real Property, any Lien or Encumbrance to which the fee simple interest (or any superior leasehold interest) is subject.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, sole proprietorship, unincorporated organization, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Potential Transaction” has the meaning set forth in Section 6.6.

“Pre-Petition Credit Agreement” means that certain Credit Agreement dated as of May 22, 2012 by and among the Sellers, the lenders party thereto, the guarantors defined therein and Bayside Finance, LLC, as Administrative Agent, Collateral Agent and lender, as amended or modified through the Execution Date.

“Pre-Petition Loan Documents” means the “Loan Documents” as defined in the Pre-Petition Credit Agreement, and all other documents referred to therein or delivered in connection therewith.

“Proceeding” has the meaning set forth in Section 2.4(a)(ix).

“Purchase Price” has the meaning set forth in Section 3.1(a).

“Purchased Contracts” has the meaning set forth in Section 2.1(e).

“Purchaser” has the meaning set forth in the Preamble and includes each Designee in accordance with Section 3.3.

“Purchaser Employees” means the Employees of Sellers who accept an offer of employment with Purchaser based on the initial terms and conditions set by Purchaser.

“Qualified Bid” means competing bids pre-qualified for the Auction in accordance with the Bidding Procedures Order.

“Real Property” means all of the Owned Real Property and the Leased Real Property, together with all buildings and Improvements thereon and all appurtenances and rights thereto.

“Real Property Leases” means all of Sellers’ right, title and interest in all leases, subleases, licenses, concessions and other agreements (written or oral) and all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold a leasehold or subleasehold estate in, or are granted a license or other right to use, the Leased Real Property.

“Related Person” means, with respect to any Person at any time of determination, all directors, officers, members, managers, stockholders, employees, controlling persons, Affiliates, agents, professionals, attorneys, accountants, lenders, investment bankers or representatives of any such Person.

“Release” shall have the meaning set forth in CERCLA.

“Sale Hearing” means the hearing to consider the entry of the Sale Order.

“Sale Motion” has the meaning set forth in Section 8.1.

“Sale Order” means an order, in all material respects in the form of Exhibit B, entered by the Bankruptcy Court, which Sale Order shall be acceptable to Purchaser.

“SEC Documents” has the meaning set forth in Section 4.14(a).

“Schedules” has the meaning set forth in Section 6.1(c).

“Seller” and “Sellers” have the meaning set forth in the Preamble.

“Sellers’ Knowledge” means the actual (and not constructive) knowledge of Michael Lavelle, David Vander Ploeg and Gerald Hughes, in each case, after due inquiry.

“Software” means any computer program, operating system, application, system, firmware or software of any nature, point-of-entry system, peripherals, and data whether operational, active, under development or design, nonoperational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, tests scripts, user manuals and other documentation therefor, whether in machine-readable form, virtual machine-readable form, programming language, modeling language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, and all databases necessary or appropriate in connection with the operation or use of any such computer program, operating system, application, system, firmware or software.

“SS” has the meaning set forth in the Preamble.

“Straddle Period Property Tax” has the meaning set forth in Section 7.1(d).

“Subsidiary” means, with respect to any Person: (a) any corporation of which more than 50% of the total voting power of all classes of the equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors is owned by such Person directly or through one or more other Subsidiaries of such Person and (b) any Person other than a corporation of which at least a majority of the equity interests (however designated) entitled (without regard to the occurrence of any contingency) to vote in the election of the governing body, partners, managers or others that will control the management of such entity is owned by such Person directly or through one or more other Subsidiaries of such Person.

“Tax” or “Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, whether payable by reason of contract, assumption, transferee liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law), which taxes shall include all net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, medicare, employment, excise, property, abandoned property, escheat, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, sales, use, transfer, real property transfer, recording, documentary, stamp, registration, stock transfer taxes and fees, unemployment, social security, workers’ compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“Tax Authority” means any Governmental Authority with responsibility for, and competent to impose, collect or administer, any form of Tax.

“Tax Return” means any report, return, information return, filing declaration, statement, or claim for refund, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed, distributed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Trademarks” means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

“Transfer Taxes” means all sales, use, value added, transfer, stamp, registration, documentary, excise, real property transfer or gains, or similar Taxes incurred as a result of the transactions contemplated by this Agreement.

“Treasury Regulation” means any of the regulations promulgated by the Department of the Treasury under the Code.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, as amended, or any similar applicable state or local Law.

1.2 Interpretation. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(a) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(b) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Any reference in this Agreement to \$ shall mean U.S. dollars.

(h) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF THE ACQUIRED ASSETS

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of Sellers' right, title and interest in, to and under the Acquired Assets, free and clear of all Liens, Claims, Interests or Encumbrances (other than Permitted Liens). "Acquired Assets" shall mean all of the, direct or indirect, right, title and interest of Sellers in and to the tangible and intangible assets, properties, rights, claims and Contracts (but excluding Excluded Assets) as of the Closing, including:

(a) all cash (including undeposited checks and uncleared checks), cash equivalents and short-term investments;

(b) all accounts receivable, rebates, refunds (whether related to Taxes or otherwise) and other receivables of Sellers however evidenced;

(c) all Inventory of Sellers;

(d) all deposits (including, with respect to the Acquired Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), credits and prepaid charges and expenses of Sellers that relate to the Acquired Assets;

(e) all Contracts of Sellers that are assumed by and assigned to Purchaser pursuant to an Assumption Order on or prior to the Designation Deadline (the "Purchased Contracts"), together with all rights thereunder from and after the Closing Date, and any causes of action relating to past or present breaches of the Purchased Contracts;

(f) all of Sellers' interests in and to all Improvements located on the Leased Real Property subject to each Real Property Lease, any other appurtenances thereto, and all of Sellers' rights in respect thereof;

(g) all Owned Real Property together with all Improvements thereto and thereon;

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- (h) all FF&E;
 - (i) all Intellectual Property;
 - (j) all telephone and facsimile numbers and all email addresses;
 - (k) all Documents;
 - (l) all Permits;
 - (m) all rights, recoveries, refunds and rights of set-off against third parties;
 - (n) the capital stock or other equity interests of any Subsidiaries of Sellers that are not guarantors of the obligations under the Pre-Petition Credit Agreement;
 - (o) all rights under or arising out of all insurance policies relating to the Business or the Acquired Assets, unless non-assignable as a matter of Law;
 - (p) other than with respect to the Excluded Contracts, all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Purchaser Employees or agents of Sellers or with third parties (other than with Purchaser or any of its Affiliates under this Agreement or any Ancillary Agreements), including non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the Auction;
 - (q) all rights, claims or causes of action of Sellers or otherwise relating to the Business and the Acquired Assets, including all Avoidance Actions.
 - (r) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to Sellers or to the extent affecting any Acquired Assets other than any warranties, representations and guarantees pertaining to any Excluded Assets;
 - (s) all interests of Sellers in, and all assets relating to, the Assumed Plans (if any);
 - (t) subject to Section 2.5(f), any asset that requires the consent of a third party to be transferred, assumed or assigned notwithstanding the provisions of Section 365 of the Bankruptcy Code, as to which such consent has not been obtained as of the Closing Date; upon receipt of such consent on or after the Closing Date and entry of an appropriate Assumption Order as provided in Section 2.5(f); and
 - (u) all goodwill and other intangible assets associated with the Business and the Acquired Assets.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. For all purposes of and under this Agreement, and as the same may be amended pursuant to Section 2.5, the term “Excluded Assets” shall mean:

(a) any asset of Sellers that otherwise would constitute an Acquired Asset but for the fact that it is conveyed, leased or otherwise disposed of, in the ordinary course of Sellers’ business prior to the Closing Date not in violation of this Agreement;

(b) the certificates of incorporation and articles of incorporation or, as applicable, formation, qualifications to conduct business as a foreign corporation or, as applicable, limited liability company, taxpayer and other identification numbers, seals, stock transfer books, blank stock certificates, corporate books and records of internal corporate or limited liability company proceedings, tax and accounting records, work papers and other records relating to the organization or maintenance of corporate or limited liability company existence of Sellers and any other records that Sellers are required by Law to retain; provided, however, that copies of the foregoing items shall be provided by Sellers to Purchaser following the Closing Date upon Purchaser’s request at Purchaser’s sole expense;

(c) the rights of Sellers under this Agreement and the Ancillary Agreements and all consideration payable or deliverable to Sellers under this Agreement, but excluding cash flows under any Assigned Contract;

(d) all rights and interests in connection with, and assets of, any Employee Benefit Plan other than the Assumed Plans;

(e) the capital stock or other equity interests of any Seller;

(f) all rights under or arising out of insurance policies that are non-assignable as a matter of Law;

(g) the assets listed on Schedule 2.2(g);

(h) all Excluded Contracts;

(i) all rights (including rights under insurance policies), claims or causes of action with respect to or arising in connection with Excluded Assets; and

(j) all deposits (including, with respect to the Excluded Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers that relate exclusively to the Excluded Assets to the extent such deposits, prepaid charges or expenses are rightfully and legally offset against corresponding accounts payable of Sellers arising prior to the Petition Date.

2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge the following Liabilities (the “Assumed Liabilities”):

(a) all of Sellers' Liabilities under the Assigned Contracts; provided, however, that Purchaser's obligations with respect to monetary defaults under any Assigned Contract upon the assumption thereof by Purchaser shall be limited to Cure Costs, subject to the terms of Section 2.5;

(b) to the extent not already paid or included in the DIP Obligations, all ordinary course Liabilities with respect to the Acquired Assets (including ordinary course trade payables) arising after the Petition Date to the extent (i) relating to the conduct of the Business after the Petition Date through the Closing Date and (ii) set forth in the Budget; provided, however, under no circumstances shall Purchaser assume or be liable for any such Liabilities in excess of an amount to be determined by Purchaser in its sole discretion; and provided, further however, that such Liabilities shall specifically exclude any fees and expenses of any attorneys, financial advisors, consultants or other representatives of the Sellers or anyone else for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller or anyone else in connection with, resulting from or attributable to (A) the Bankruptcy Cases or the transactions contemplated by this Agreement or (B) in pursuing or supporting claims, objections, avoidance actions, or any other litigation against Purchaser;

(c) all Liabilities relating to the Assumed Plans, if any;

(d) all Liabilities relating to Taxes as set forth on Schedule 2.3(d); and

(e) with the prior written consent of each ABL Credit Party, all Liabilities arising under the ABL Credit Agreements; if such Liabilities are not paid in full in cash as of Closing in the amount required under the ABL Credit Agreements.

2.4 Excluded Liabilities.

(a) Notwithstanding anything to the contrary in this Agreement or otherwise, Purchaser shall not assume or for any reason be deemed to have assumed or be liable for any Claims, Liens, Encumbrances, Interests or Liabilities of Sellers of any nature whatsoever, whether presently in existence or arising hereafter (other than the Assumed Liabilities), including, but not limited to, the following (collectively, the "Excluded Liabilities"):

(i) all Claims or Liabilities of Sellers that relate to any of the Excluded Assets (including under any Excluded Contracts);

(ii) the Excluded Environmental Liabilities (regardless of whether such Liabilities are technically Liabilities of any Seller);

(iii) any Liability relating to (A) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing, or (B) the ownership, possession, use, operation or sale or other disposition prior to the Closing of any Acquired Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing, with the Business);

(iv) any Liability relating to the Acquired Assets based on events or conditions occurring or existing prior to the Closing Date and connected with, arising out of or relating to: (A) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (B) compliance with any applicable Law relating to any of the foregoing; in each case except for any such Liability that may not be discharged by the Sale Order;

(v) all Claims or Liabilities of Sellers or for which Sellers or any Affiliate of any Seller could be liable relating to Taxes that are not expressly assumed by Purchaser under Schedule 2.3(d);

(vi) all Claims or Liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller in connection with, resulting from or attributable to the Bankruptcy Cases or the transactions contemplated by this Agreement or otherwise;

(vii) all Indebtedness of any Seller;

(viii) all Liabilities of Sellers related to the right to or issuance of any capital stock or other equity interest of any Seller, including any stock options or warrants;

(ix) all Liabilities of Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the ownership, lease or license of any properties or assets or any properties or assets previously used by Sellers or any predecessor of any Seller at any time, or other actions, omissions or events occurring prior to the Closing and which (A) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty or other similar authority or (B) relate to any and all Claims, disputes, demands, actions, Liabilities, damages, suits in equity or at Law, administrative, regulatory or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys' fees or causes of action of whatever kind or character ("Proceeding") against Sellers, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(x) any Liability arising out of any Proceeding commenced against Sellers or any predecessor of any Seller after the Closing and arising out of, or relating to, any occurrence or event happening prior to the Closing;

(xi) all Claims or Liabilities with respect to the Employees or former employees (or their representatives) of Sellers or any predecessor of any Seller based on any action or inaction occurring prior to and including on the Closing Date, including payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits (including COBRA), or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including any Liability pursuant to the WARN Act;

(xii) any Liability arising under any Employee Benefit Plan or any other employee benefit plan, policy, program, agreement or arrangement (other than an Assumed Plan) at any time maintained, sponsored or contributed to by Sellers or any ERISA Affiliate, or with respect to which Sellers or any ERISA Affiliate has any Liability including with respect to any underfunded pension Liability; provided, that for the avoidance of doubt, all Liabilities arising under the Assumed Plans shall be assumed by Purchaser pursuant to Section 2.3(c).

(xiii) any Liability arising out of or relating to services or products of Sellers to the extent performed, marketed, sold or distributed prior to the Closing;

(xiv) any Liability under any Excluded Contract;

(xv) any Liability under any employment, collective bargaining agreement, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Sellers, except if an Assumed Liability;

(xvi) any Liability arising out of or relating to any grievance by current or former employees of Sellers, whether or not the affected employees are hired by Purchaser;

(xvii) any Liability to any shareholder or other equity holder of any Seller, which Liability relates to such Person's capacity as a shareholder or other equity holder of a Seller;

(xviii) any Liability arising out of or resulting from non-compliance or alleged non-compliance with any Law, ordinance, regulation or treaty by Sellers;

(xix) any Liability for infringement or misappropriation of any Intellectual Property arising out of or relating to any conduct of any Seller or operation of the Business on or before the Closing;

(xx) any Liability of Sellers under this Agreement or any Ancillary Agreements;

(xxi) any Liability of Sellers related to all Indebtedness as of the Closing under the Pre-Petition Loan Documents;

(xxii) the Liabilities specifically identified and described on Schedule 2.4(a)(xxii); and

(xxiii) any other Liabilities of Sellers not expressly assumed by Purchaser pursuant to Section 2.3.

(b) The parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement shall not create an Assumed Liability or other Liability of Purchaser, except where such disclosed Liability has been expressly assumed by Purchaser as an Assumed Liability in accordance with the provisions of Section 2.3.

2.5 Real Property Lease and Contract Designation: Cure Costs.

(a) Contract and Cure Schedule. Within ten (10) days following the date hereof, SS shall deliver to Purchaser a schedule that contains a list of each Contract along with the Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "Contract & Cure Schedule"); provided, that if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "\$0.00". From the date the Contract & Cure Schedule is provided through (and including) the Designation Deadline, promptly following any changes to the information set forth on such Schedule (including any new Contracts included in the Acquired Assets to which a Seller becomes a party and any change in the Cure Cost of any such Contract), the Sellers shall provide Purchaser with a schedule that updates and corrects the Contract & Cure Schedule. Purchaser may, at any time and from time to time through (and including) the Designation Deadline as described below, include or exclude any Designated Contract from the Contract & Cure Schedule and require the Sellers to give notice to the counterparties to any such Designated Contracts of the Sellers' proposed assumption and assignment thereof to Purchaser or Purchaser's Designee and the amount of Cure Costs, as approved by Purchaser, associated with such Designated Contract. If any Designated Contract is added to (or excluded from) the Contract & Cure Schedule as permitted by this Section 2.5(a), then Purchaser and the Sellers shall make appropriate additions, deletions or other changes to any applicable Schedule to reflect such addition or exclusion.

(b) Designation. During the period from the date the Contract and Cure Schedule is provided through the Designation Deadline and pursuant to the terms of this Section 2.5, Purchaser may designate each Designated Contract as an Assigned Contract or an Excluded Contract. Sellers hereby appoint Purchaser as their agent-in-fact from and after the Closing Date for the sole purpose of allowing Purchaser to continue to operate under the Designated Contracts until such time as Purchaser either designates such Designated Contract as an Assigned Contract or an Excluded Contract.

(c) Contract Notice. At any time prior to the Designation Deadline, Purchaser shall have the right, which right may be exercised at any time and from time to time in Purchaser's sole and absolute discretion, to provide written notice to Sellers (each such notice, a "Contract Notice") of Purchaser's election to deem the Designated Contracts identified in the subject Contract Notice(s) an Assigned Contract and require Sellers to use reasonable best efforts, subject to entry of an Assumption Order by the Bankruptcy Court, to assume and assign such Designated Contracts to Purchaser or Purchaser's Designee. In any such Contract Notices, Purchaser also may designate any Designated Contract as an Excluded Contract. Within fifteen (15) days following the date Purchaser delivers a Contract Notice to Sellers electing to deem a Designated Contract as an Assigned Contract, Sellers shall, at no additional cost or expense to Purchaser, take all requisite actions (including actions required under § 363 and/or 365 of the Bankruptcy Code, as applicable) to assume and assign such Designated Contracts to Purchaser or

its Designee. Without limiting the generality of the foregoing, upon receipt of a Contract Notice electing to deem a Designated Contract as an Assigned Contract, Sellers shall use reasonable best efforts to obtain the entry of an Assumption Order by the Bankruptcy Court approving the assumption and assignment of such Designated Contracts to Purchaser or its Designee and fixing the Cure Costs relating to each of such Designated Contracts, provided, however, that if the Cure Costs to be fixed by the Bankruptcy Court for any Designated Contract in a proposed Assumption Order either are greater than the amount set forth in the Contract & Cure Schedule and are not consented to by Purchaser no later than the hearing before the Bankruptcy Court to consider the assumption and assignment of such Designated Contract, then Purchaser shall be permitted at such hearing to forthwith revoke its designation of any such Designated Contract as an Assigned Contract and thereupon such Designated Contract shall be deemed to be an Excluded Contract for all purposes of this Agreement. Promptly following the entry of an Assumption Order by the Bankruptcy Court, Purchaser shall and shall cause its Designees to assume from Sellers the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code and an Assignment and Assumption Agreement.

(d) Bankruptcy Court Matters. Sellers shall give written notice to Purchaser prior to the submission of any motion in their Bankruptcy Cases to assume or reject any Designated Contracts together with a copy of the proposed Assumption Order, and, without the prior written consent of Purchaser, Sellers shall not assume or reject any Designated Contracts. Sellers shall promptly reject any Designated Contract that (i) Purchaser has designated as an Excluded Contract pursuant to a Contract Notice, (ii) has been deemed to be an Excluded Contract pursuant to Section 2.5(b) above or (iii) any Designated Contract that Purchaser has not designated as an Assigned Contract by the Designation Deadline (all such Designated Contracts being deemed to be Excluded Contracts for purposes of this Agreement). Any Designated Contracts that are rejected subject to Bankruptcy Court approval or are the subject of a rejection motion at the Designation Deadline, after complying with the provisions of this Section 2.5 shall constitute Excluded Contracts. Purchaser shall not have any obligation or liability with respect to Excluded Contracts from and after the earliest of: (x) delivery of such a Contract Notice, (y) after such Designated Contract has been deemed to be an Excluded Contract pursuant to Section 2.5(b) above or (z) after the Designation Deadline, as applicable.

(e) Cure Costs: Adequate Assurance. To the extent that any Designated Contract requires the payment of Cure Costs in order to be assigned to Purchaser and assumed pursuant to Section 363 and 365 of the Bankruptcy Code, the Cure Costs related to such Designated Contract shall be paid by the Sellers to the extent of available cash on the Sellers' balance sheet. In the event that the aggregate amount of Cure Costs payable for all Assigned Contracts exceeds the amount of available cash on the Sellers' balance sheet, Purchaser or its Designees shall satisfy such excess Cure Costs. Purchaser shall not be required to make any payment of Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not an Assigned Contract. Purchaser will provide adequate assurance of future performance on its behalf and on behalf of its Designees as required under the Bankruptcy Code, including Section 365(f)(2)(B) thereof. Purchaser and the Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under each Assigned Contract, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making Purchaser's and the Sellers' employees and representatives available to testify before the Bankruptcy Court, as necessary.

(f) Non-Assignable Contracts. To the extent that any Assigned Contract is not capable of being assigned under Section 365 of the Bankruptcy Code (or, if inapplicable, pursuant to other applicable Laws or the terms of such Contract) to Purchaser or a Designee without the consent of the other party thereto or any Person (including a Government Entity), and such consent has not been obtained (collectively, the “Non-Assignable Contracts”), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such consent is obtained. Any payment to be made in order to obtain any consent required by the terms of any Non-Assignable Contract shall be the responsibility of Sellers to the extent of available cash on Sellers’ balance sheet. In the event that the aggregate amount of consent fees payable for all Non-Assignable Contracts exceeds the amount of available cash on the Sellers’ balance sheet, Purchaser or its Designees shall satisfy such excess consent fees. If, after giving effect to the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent is required but not obtained, the Sellers shall cooperate with Purchaser in any reasonable arrangement designed to provide for Purchaser the benefits and obligations of or under any such Non-Assignable Contract, including enforcement for the benefit of Purchaser of any and all rights of the Sellers against a third party thereto arising out of the breach or cancellation thereof by such third party. Any assignment to Purchaser of any Assigned Contract that shall, after giving effect to the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained. Any contract that would be an Assigned Contract but is not assigned in accordance with the terms of this Section 2.5(f) shall not be considered an “Assigned Contract” for purposes hereof unless and until such contract is assigned to Purchaser following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

ARTICLE 3 **CONSIDERATION**

3.1 Purchase Price.

(a) The purchase price (the “Purchase Price”) for the purchase, sale, assignment and conveyance of Sellers’ right, title and interest in, to and under the Acquired Assets to Purchaser or its Designees shall consist of (i) an amount equal to \$95,000,000, which amount shall be payable in the form of a credit bid of an amount of the obligations then outstanding under the DIP Credit Agreement and the Pre-Petition Credit Agreement (such amount as may be increased pursuant to Section 3.1(b), the “Credit Bid Amount”); (ii) unless such obligations have been assumed by Purchaser pursuant to Section 2.3(e), an amount in cash allocated solely for the benefit of the ABL Credit Parties in order to cause the “payment in full” of the Obligations under each of the ABL Credit Agreements (within the meaning of such phrase under the ABL Credit Agreements), including the Letter of Credit Collateralization (as defined in the ABL DIP Credit Agreement) and Payment in Full of ABL Priority Debt (as such term is used the Existing Split Lien Intercreditor Agreement (as defined in the ABL DIP Credit Agreement) and the Split Lien Intercreditor Agreement (as defined in the ABL DIP Credit Agreement); and (iii) the assumption by Purchaser of the Assumed Liabilities.

(b) For the avoidance of doubt, at any time, and from time to time, during the Auction, Purchaser may increase the Purchase Price, including by increasing the Credit Bid Amount to the full amount then outstanding and owing under the DIP Credit Agreement and the Pre-Petition Credit Agreement and or paying additional cash consideration.

3.2 Allocation of Purchase Price. If the transaction contemplated by this Agreement is an “Applicable Asset Acquisition” as defined in Section 1060(c) of the Code, then by the Designation Deadline, Purchaser shall prepare and deliver to Sellers a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code (such statement, the “Allocation Statement”), and the Allocation Statement shall be finalized upon reasonable consultation with Sellers. Except as otherwise required by applicable Law, the parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 (and any supplements to such form) and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Sellers or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Sellers or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by applicable Law or pursuant to a “determination” under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article 2 of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 3.2; and (ii) neither party (nor any of their Affiliates) will take any position inconsistent with this Section 3.2 in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

3.3 Assignment to Subsidiaries of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a “Designee”) by providing written notice to SS and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Purchaser as follows:

4.1 Organization. Each Seller is duly organized, validly existing and in good standing under the Laws of its state of incorporation or formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which its business is currently being conducted. Except as a result of the commencement of the Bankruptcy Cases, each Seller is qualified to do business and is in good standing in all jurisdictions where it owns its properties and assets and conducts the Business.

4.2 Subsidiaries and Investments. Except as set forth in Schedule 4.2, Sellers do not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interest in any Person.

4.3 Authorization of Agreement. Subject to entry of the Sale Order and authorization as is required by the Bankruptcy Court:

(a) Each Seller has, or at the time of execution will have, all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Seller is or will become a party and to perform its obligations hereunder and thereunder;

(b) The execution, delivery and performance of this Agreement and each Ancillary Agreement to which a Seller is or will become a party and the consummation of the transactions contemplated hereby and thereby have been, or at the time of execution will be, duly authorized by all necessary action on the part of such Seller and no other proceedings (shareholder, member or otherwise) on the part of Sellers are necessary to authorize such execution, delivery and performance; and

(c) This Agreement and each Ancillary Agreement to which a Seller is or will become a party have been, or when executed will be, duly and validly executed and delivered by such Seller and (assuming the due authorization, execution and delivery by the other parties hereto or thereto) this Agreement and each Ancillary Agreement to which a Seller is or will become a party constitutes, or will constitute, when executed and delivered, such Seller's valid and binding obligation, enforceable against such Seller in accordance with its respective terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

4.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.4(a), subject to entry of the Bankruptcy Order, the execution, delivery and performance by each Seller of this Agreement and each Ancillary Agreement, the consummation of the transactions contemplated hereby and thereby, and compliance by each Seller with any of the provisions hereof or thereof do not, or will not at the time of execution, result in the creation of any Lien or Encumbrance upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of:

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- (i) such Seller's certificates of incorporation, bylaws or comparable organizational documents of such Seller;
 - (ii) subject to entry of the Sale Order, any material Assigned Contract or Permit to which such Seller is a party or by which any of the Acquired Assets are bound;
 - (iii) subject to entry of the Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Acquired Assets; or
 - (iv) subject to entry of the Sale Order, any applicable Law.

(b) Subject to entry of the Sale Order, and except (i) for such authorizations, orders, declarations, filings and notices as may be required under the HSR Act and (ii) as set forth on Schedule 4.4(b), no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any Ancillary Agreement to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

4.5 Title to Acquired Assets. Except as set forth on Schedule 4.5, Sellers have good, and marketable title to, or a valid and marketable leasehold interest in, the Acquired Assets, and, subject to entry of the Sale Order, Purchaser will be vested, to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code, with good and marketable title to, and a valid and marketable leasehold interest in, the Acquired Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than Permitted Liens.

4.6 Contracts.

(a) Schedule 4.6 sets forth a complete list, as of the date hereof, of all Contracts to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets, meeting any of the descriptions set forth below:

- (i) all reseller or distribution agreements with respect to which any Seller recognized cumulative revenue during the fiscal year ended April 28, 2012 in excess of \$100,000;
- (ii) any Contract with any current customer of any Seller with respect to which such Seller recognized cumulative revenue during the twelve-month period ended December 31, 2012 in excess of \$100,000;
- (iii) any Contract with any supplier of goods and/or services, including any personal property leases, with respect to which any Seller made cumulative expenditures during the twelve-month period ended December 31, 2012 greater than \$100,000;

(iv) any material Contract with any sole source suppliers, or any other material contract that licenses or otherwise authorizes any third party to design, manufacture, reproduce, develop or modify the products, services or technology of the Sellers;

(v) any material Contracts that contain provisions granting any exclusive rights, rights of first refusal, rights of first negotiation or similar rights to any Person;

(vi) any Contract limiting in any material respect the right of any Seller to engage in any line of business, compete with any Person in any line of business or the manner or locations in which any of them may engage;

(vii) any Contract with any officer of any Seller, any Contract with any employee of any Seller, any Contract that promises any payment or benefit to any officer of any Seller or any Contract that promises any payment or benefit to any employee of any Seller;

(viii) any Contract with any Affiliate of any Seller;

(ix) any evidence of Indebtedness in excess of \$100,000;

(x) any joint venture, partnership, cooperative arrangement or any other agreement involving a sharing of profits or development costs;

(xi) any material Contract or arrangement pursuant to which any Seller sells or licenses any product outside of the United States;

(xii) any Contract with respect to the discharge, storage or removal of effluent, waste or pollutants;

(xiii) except for licenses for third party commercially available Software that (A) is word processing, financial or other business software, or (B) has an individual acquisition cost or annual licensing fee of \$100,000 or less, any Contract pursuant to which (x) any Seller has been granted or otherwise receives any right to use third party Intellectual Property rights used by any Seller in the Business or (y) any Seller has granted a third party rights to use any Intellectual Property owned by any Seller; in each case of (x) and (y), with annual or one-time license fees in excess of \$100,000 (“IP Licenses”);

(xiv) any material power of attorney, proxy or similar instrument;

(xv) any Contract for the purchase, sale or license of any material assets of any Seller other than in the ordinary course of business or any Contract granting an option or preferential rights to purchase, sell or license any material assets of any Seller other than in the ordinary course of business;

(xvi) to the extent not otherwise set forth on Schedule 4.6, any Contract under which a Seller has continuing material indemnification obligations to any Person;

(xvii) any Contract relating to the acquisition by any Seller of a business or the equity interests of any other Person (whether or not completed) entered into within the last two (2) years;

(xviii) any other Contract (other than those excluded by an express exception from the descriptions set forth in the subsections above) which provides for payment or performance by either party thereto having an aggregate value of \$100,000 or more (unless terminable without payment or penalty on ninety (90) days (or less) notice);

(xix) any Real Property Leases; and

(xx) any agreement to enter into any of the foregoing.

(b) The foregoing are collectively referred to as the “Material Contracts.” Purchaser shall receive or be provided access within seven (7) days after the Execution Date to true, correct and complete copies of such written Contracts and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement.

4.7 Real Property.

(a) Schedule 4.7(a) sets forth a list of each parcel of Real Property currently owned (“Owned Real Property”), leased, licensed or subleased by Sellers. Sellers shall deliver or make available to Purchaser within seven (7) days after the Execution Date true, correct and complete copies of the Real Property Leases in effect as of the Execution Date (including all amendments thereto, assignments and subleases in respect thereof) relating to the Leased Real Property. One or more Sellers owns and has good and marketable title to all of the Owned Real Property and has valid leasehold or subleasehold (or a valid license) interests in all of the Leased Real Property, in each case, free and clear of any and all Encumbrances (except for Permitted Liens and Encumbrances listed on Schedule 4.5). Except as would not have a Material Adverse Effect, each Real Property Lease to which any Seller is a party is valid and enforceable in accordance with its terms. Except as set forth on Schedule 4.7(a), (i) no Seller has received written notice that it is in default under any such Real Property Lease other than as has been cured or would be cured pursuant to this Agreement and the entry of the Sale Order, (ii) to Sellers’ Knowledge, no circumstances exist which, with notice, the passage of time or both, would reasonably be expected to constitute a default by any Seller under any such Real Property Lease other than defaults that may be alleged to have occurred by a landlord under a Real Property Lease as a result of the initiation of the Bankruptcy Cases and (iii) to Sellers’ Knowledge, no other party to any such Real Property Lease is in default thereunder.

(b) Except as set forth on Schedule 4.7(b), no Seller has received written notice of any pending condemnation proceeding with respect to any parcel of Real Property nor, to such Sellers’ Knowledge, is there any threatened condemnation that would preclude or impair the use of any Real Property by Purchaser for the purposes for which it is currently used.

(c) Other than as set forth in any of the Real Property Leases and other than the right of Purchaser pursuant to this Agreement, there are no other options or rights of first offer or rights of first refusal or similar rights or options to purchase, lease or otherwise acquire any interest in any of the Owned Real Property or any of the leases or subleases relating to the Leased Real Property have been granted by any Seller to any Person (other than Purchaser) that are enforceable.

(d) Except as set forth on Schedule 4.7(d), no Seller has made or given any security deposit to or for the benefit of any landlord or sublandlord in respect of any Leased Real Property and none is required.

4.8 Intellectual Property.

(a) Schedule 4.8(a) sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Sellers; (ii) United States and non-United States Trademark registrations and Internet domain registrations, Trademark applications and material unregistered Trademarks owned by Sellers; and (iii) United States and non-United States Copyright and mask work registrations, Copyright applications and material unregistered Copyrights owned by Sellers.

(b) Schedule 4.8(b) sets forth a complete and accurate list of all (i) IP Licenses and (ii) Contracts to which Sellers are a party or otherwise bound restricting Sellers' rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Sellers have not licensed or sublicensed its rights in any Intellectual Property other than pursuant to the License Agreements.

(c) Sellers own or possess rights to use all Intellectual Property material to the conduct of the Business. All registrations with and applications to Governmental Authorities set forth on Schedule 4.8(a) are in full force and effect, have not, except in accordance with the ordinary course practices of Sellers, lapsed, expired or been abandoned, are not the subject of any opposition or other action challenging the ownership, validity or scope thereof filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry, court of law, or tribunal.

(d) Except as identified in the Contracts set forth in Schedule 4.8(b), to Sellers' Knowledge, no present or former employee, officer or director of Sellers, or agent, outside contractor or consultant of Sellers, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Intellectual Property and necessary for the conduct of the Business. Other than with respect to copyrightable works Sellers hereby represent to be "works made for hire" within the meaning of Section 101 of the Copyright Act of 1976 owned by Sellers or as identified in the Contracts set forth in Schedule 4.8(b), Sellers have obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual

Property created by or for Sellers and necessary for the conduct of the Business (the “Owned Intellectual Property”), as consultants, as employees of consultants or otherwise, effective waivers of any and all ownership rights of such individuals in the Owned Intellectual Property and/or written assignments to Sellers of all rights with respect thereto.

(e) As of the date hereof, Sellers have not received any written notice and to Sellers’ Knowledge no verbal notice, that it is, or they are, currently in default (or with the giving of notice or lapse of time or both, would be in default) under any IP Licenses. Sellers have not received any written notice of any claim of invalidity of any Intellectual Property set forth on Schedule 4.8(a). Except as set forth on Schedule 4.8(e), to Sellers’ Knowledge, no material Intellectual Property rights of Sellers are being infringed by any other Person. Except as set forth on Schedule 4.8(e) or claims that have been resolved, Sellers have not received any written notice of any claim of infringement or conflict with any Intellectual Property right of others within the six (6) years prior to the date hereof.

(f) To Sellers’ Knowledge, no Software material to Sellers’ Business contains source code that requires as a condition of use, modification or distribution of such source code that such source code or other Intellectual Property incorporated into, derived from or distributed with such source code (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works, as that term is defined by U.S. copyright law; or (iii) be redistributed at no charge.

4.9 Taxes.

(a) All federal, state, foreign, county, local and other Tax Returns required to be filed by or on behalf of Sellers have been timely filed, or extensions of the time to file have been obtained, and when filed were true and correct in all material respects, and the taxes due and owing thereon were paid or adequately accrued, except to the extent contested in good faith by proper proceedings. True and complete copies of all Tax Returns filed by Sellers for each of its three (3) most recent fiscal years shall be delivered or made available to Purchaser within seven (7) days after the Execution Date. Sellers have duly withheld and paid all material Taxes required to have been withheld and paid relating to any employee, independent contractor, creditor, stockholder, or other third party, and all material Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed and distributed.

(b) Since October 27, 2012, Sellers have not incurred any material Taxes other than Taxes incurred in the ordinary course of business consistent in type and amount with past practices.

(c) The federal and state income Tax Returns of Sellers have been audited by the IRS and appropriate state Tax Authorities for the periods, as applicable, and to the extent set forth in Schedule 4.9(c), and to Sellers’ Knowledge, Sellers have not received from the Internal Revenue Service or from the Tax Authorities of any state, county, local or other jurisdiction any notice of underpayment of Taxes or other deficiency which has not been paid nor any objection to any return or report filed by any Seller. There is no material dispute or claim concerning any Tax liability of any Seller either (i) claimed or raised by any Tax Authority in writing or (ii) as to which any Seller has knowledge based upon personal contact with any agent of such Tax Authority.

(d) There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Return or report of any Seller or the period of time within which any Tax Return of any Seller must be filed.

(e) No Seller has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in 897(c)(1)(A)(ii) of the Code. No Seller is a party to or bound by any tax allocation or sharing agreement. No Seller (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was one of Sellers) or (B) has any liability for the Taxes of any Person (other than any other Seller) under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract.

(f) During the last two (2) years, no Seller has (i) applied for any tax ruling with respect to non-income Taxes, (ii) entered into a closing agreement with any Tax Authority with respect to non-income Taxes, or (iii) been a party to any Tax allocation or Tax sharing agreement (other than with any other Seller).

(g) Except as described on Schedule 4.9(g), no Seller will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

(i) Change in method of accounting for a taxable period ending on or prior to the Closing Date;

(ii) "Closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) executed on or prior to the Closing Date;

(iii) Intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law);

(iv) Installment sale or open transaction disposition made on or prior to the Closing Date; or

(v) Prepaid amount received on or prior to the Closing Date.

(h) No Seller has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code in the two years prior to the date of this Agreement.

(i) No Seller has engaged in a "listed transaction", within the meaning of Treasury Regulation §1.6011-4.

4.10 Collective Bargaining Agreements, Employment Agreements, etc.

(a) Schedule 4.10(a) lists (i) all union, collective bargaining or other employee association agreements (indicating duration and expiration date for each), and all other written agreements providing for any material salary, bonus, benefits, perquisites, severance, management fees or other compensation relating to service to be paid to any director, officer or employee of Sellers and (ii) fees paid to independent contractors of Sellers during the twelve-month period ended December 31, 2012.

(b) No Seller (i) and to Sellers' Knowledge, no other party thereto, has breached or otherwise failed to comply in any material respect with any provision of any agreement set forth on Schedule 4.10(a), (ii) has employees organized as a bargaining unit or the like by any labor organization except as disclosed on Schedule 4.10(a), (iii) is, nor has it been, within the last two (2) years, subject to any unfair labor practice complaints before the National Labor Relations Board (except as set forth on Schedule 4.10(b)), (iv) is, nor has it been, within the last two (2) years subject to any activities or proceedings of any labor union (or representatives thereof) to organize any unorganized employees, and (v) is, nor has it been, within the last two (2) years subject to any strikes, organized slowdowns, work stoppages or lockouts and, to the best of Sellers' Knowledge, no matter or occurrence referred to in subclauses (ii) through (v) is planned, pending or threatened, as applicable.

(c) Except as set forth on Schedule 4.10(c), no Seller is in violation, in any material respect, and no Seller has received within the last two (2) years written notice of any claim with respect to a material violation or alleged material violation, of any federal or state civil rights law, the Fair Labor Standards Act, as amended, the Age Discrimination in Employment Act, as amended, the National Labor Relations Act, as amended, the Occupational Safety and Health Act, as amended, the Americans with Disabilities Act, as amended, ERISA (with respect to any Employee Benefit Plan), or the Vocational Rehabilitation Act of 1973, as amended, any applicable state or local laws analogous to the federal laws listed above or any other employee protective law of any jurisdiction and, to the best of Sellers' Knowledge, no claim referred to in this Section 4.10(c) is planned, pending or threatened.

(d) For each current Employee, Schedule 4.10(d) sets forth each such Employee's name, title, date of hire, annualized compensation, bonus, commission, FLSA classification and union representation, if applicable.

4.11 Employee Benefit Plans.

(a) Schedule 4.11(a) lists all: (i) employee pension or welfare benefit plans (as defined in Section 3(2) and 3(1) of ERISA, respectively), (A) which are maintained or administered by any Seller; (B) to which any Seller contributes, or is legally obligated to contribute; or (C) under which any Seller has any liability including due to any Seller's relationship with any entity that along with such Seller is treated as a "single employer" under Section 414 of the Code ("ERISA Affiliates") and (ii) all other material plans or arrangements maintained by Sellers for the benefit of current or former employees, their beneficiaries or dependents (collectively, the "Employee Benefit Plans").

(b) Except as set forth on Schedule 4.11(b), no Seller currently contributes to any “multiemployer plan” within the meaning of Section 4201 of ERISA, and no Seller has incurred any withdrawal liability within the meaning of Section 4201 of ERISA with respect to any multiemployer plan which has not been satisfied.

(c) With respect to each Employee Benefit Plan, Sellers shall make available to Purchaser within seven (7) days after the Execution Date a true and correct copy of (i) the most recent annual report (Form 5500), if any, filed with the IRS or the United States Department of Labor, (ii) the plan document(s) and all amendments thereto, if any, and all summary plan descriptions, summaries of material modifications, and copies or samples of any material administrative documents for such Employee Benefit Plan, and (iii) each trust agreement, group annuity Contract and insurance policy, if any, relating to such Employee Benefit Plan. Each Employee Benefit Plan (A) has been administered in all material respects in accordance with its terms and (B) complies in all material respects in form with, and has been operated and administered in all material respects in accordance with, any and all applicable laws, including ERISA and the Code. Each Employee Benefit Plan and each trust (in each case including any amendments to such plans) that is intended to qualify under Section 401(a) and 501(a) of the Code is covered by a favorable determination or opinion letter from the IRS that remains in effect on the date hereof, and remains current with respect to any actual or legally required plan amendment for which the applicable remedial amendment period under IRS Revenue Procedure 2007-44 has expired.

(d) All contributions and premiums required by Law under any Employee Benefit Plan or by the terms of any Employee Benefit Plan or any agreement relating thereto have been timely made.

(e) With respect to the Employee Benefit Plans, individually and in the aggregate, to Sellers’ Knowledge, no event has occurred that could subject any Seller or any of its ERISA Affiliates to any material liability under ERISA, the Code or any other applicable Law, including any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975(c) of the Code).

(f) There are no material Proceedings against any Employee Benefit Plan, the assets of any such plan or against Sellers, the plan administrator, or fiduciary of any Employee Benefit Plan with respect to the operation of any such plan (other than routine benefit claims), and, to Sellers’ Knowledge, there are no facts or circumstances which could form the basis for any such Proceedings. To Sellers’ Knowledge, no Seller is in default with respect to any order, writ, judgment or decree of any court or governmental department, bureau, agency or instrumentality, with respect to any Employee Benefit Plan insofar as it relates to any current or former employee.

(g) Sellers have at all times complied with the requirements of COBRA and Schedule 4.11(g) lists all of the individuals covered under any health care plan of Sellers pursuant to COBRA and the date for each such individual when COBRA coverage began.

(h) Except as set forth on Schedule 4.11(h), Sellers have no obligations under any Employee Benefit Plan and/or any collective bargaining agreement to provide health or life insurance benefits to former employees (or their beneficiaries or dependents) for periods after termination of employment, except as specifically required by COBRA or any other applicable state or federal Law.

4.12 Environmental Matters. Except as set forth in Schedule 4.12 and except as would not reasonably be expected to result in a Material Adverse Effect, (a) the Acquired Assets are in compliance with all applicable Laws relating to pollution or the protection of the environment or human health and safety as it relates to Hazardous Materials ("Environmental Laws"); (b) Sellers have obtained and are in compliance with all material Permits that are required pursuant to Environmental Laws for the occupation of their facilities and the operation of the Business, and such Permits are in full force and effect; (c) no Seller has received written or oral notice of any Proceeding relating to or arising under Environmental Laws with respect to the Acquired Assets or the Business, nor to Sellers' Knowledge are any of the same being threatened against any Seller; (d) no Seller has received any written or oral notice or report regarding any actual or alleged violation of Environmental Law or any Liabilities, including any investigatory, remedial or corrective Liabilities, relating to any of them or their facilities arising under Environmental Laws; (e) no Seller has received any written or oral notice of, or entered into, any obligation, order, settlement, judgment, injunction, or decree involving outstanding requirements, including any investigatory, remedial or corrective Liabilities relating to or arising under Environmental Laws; (f) none of the following exists at any property or facility owned or leased by any Seller: (i) under or above-ground storage tanks, (ii) asbestos containing material in any form or condition, (iii) materials or equipment containing polychlorinated biphenyls, or (iv) landfills, surface impoundments, or disposal areas; (g) no Seller has Released any Hazardous Material, into the environment at, onto, or from any property owned or leased by any Seller (and no such property is contaminated by any such substance) which has resulted in or would reasonably be expected to result in Liability for response costs, corrective action costs, personal injury, property damage or natural resources damages, or Claims relating to any Environmental Law; and (h) the transactions contemplated hereby will not result in any Liabilities for site investigation or cleanup, or require the consent of any Person, pursuant to any Environmental Laws, including any so-called "transaction-triggered" or "responsible property transfer" requirements.

4.13 Insurance. Sellers maintain the insurance policies set forth on Schedule 4.13, which Schedule sets forth all insurance policies covering the property, assets, employees and operations of the Business (including policies providing property, casualty, liability and workers' compensation coverage). Such policies are in full force and effect. Sellers have paid all premiums on such policies due and payable prior to the Execution Date.

4.14 Financial Statements.

(a) Sellers have filed all forms, reports, statements, certifications and other documents (including all exhibits, amendments and supplements thereto) required to be filed by them with the SEC since January 1, 2011 (all such forms, reports, statements, certificates and other documents filed, since January 1, 2011 and prior to the date hereof, collectively, the "SEC Documents"), and Sellers have furnished all reports and other documents (including all exhibits,

amendments and supplements thereto) required to be furnished by them with the SEC since January 1, 2011 (all such reports and other documents furnished, since January 1, 2011 and prior to the date hereof, collectively, the "Furnished Reports"). As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the SEC Documents or Furnished Reports. No executive officer of Sellers has failed to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act with respect to any SEC Documents. None of the Sellers nor any of their executive officers has received written notice from any Governmental Authority challenging or questioning the accuracy, completeness or manner of filing of the certifications required by the Sarbanes-Oxley Act and made by its principal executive officer and principal financial officer.

(b) Each of the audited consolidated financial statements included in or incorporated by reference into the SEC Documents (including any related notes and schedules) have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of SS and its Subsidiaries at the respective dates thereof and the results of operations, changes in equity and cash flows. Each of the unaudited condensed consolidated financial statements included in or incorporated by reference into the SEC Documents (including any related notes) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or may be permitted by the SEC under the Exchange Act) and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the results of their operations, changes in equity and cash flows for the periods indicated (subject to notes and normal period-end adjustments that will not be material in amount or effect).

4.15 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, any of Sellers in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, other than as set forth on Schedule 4.15, the fees and expenses of which Sellers shall bear, is or will be entitled to any brokerage or finder's or similar fees or other commissions as a result of this Agreement or such transaction.

4.16 Affiliate Transactions. Except as disclosed in Schedule 4.16, no Affiliate of any Seller (other than any other Seller) (a) is a competitor, creditor, debtor, customer, distributor, supplier or vendor of any Seller, (b) is a party to any Material Contract with any Seller, (c) has any Proceeding against any Seller, (d) has a loan outstanding from any Seller or (e) owns any assets that are used in the Business.

4.17 Litigation; Proceedings. Except as set forth on Schedule 4.17, there is no claim, action, suit, Proceeding, complaint, charge, hearing, grievance or arbitration pending or, to Sellers' Knowledge, threatened against or related to the Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Business, pending or, to Sellers' Knowledge, threatened by or before any arbitrator or any Governmental Authority, which could reasonably be

expected to result in a Material Adverse Effect, and none of the Acquired Assets is subject to any judgment, injunction, order, consent, or decree of any Governmental Authority or any settlement agreement with any Person, which could reasonably be expected to result in a Material Adverse Effect.

4.18 Compliance with Laws. Each Seller (i) is and at all times since January 1, 2011 has been in compliance with, is in compliance with and has operated the Business in compliance, in all material respects, with all applicable Laws and (ii) holds all material Permits, concessions, grants, licenses, easements, variances, exemptions, consents, orders, franchises, authorizations and approvals of all Governmental Authorities necessary for the lawful conduct of the Business (except where the absence of which would not reasonably be expected to have a Material Adverse Effect) and is in compliance with all of the foregoing in all material respects. Since January 1, 2011, no Seller has received any written notice or other written communication from any Governmental Authority or other Person (i) asserting any violation of, or failure to comply with, any requirement of any Permit or (ii) notifying a Seller of the non-renewal, revocation or withdrawal of any Permit in each of case (i) or (ii), which would reasonably be expected to result in a Material Adverse Effect.

4.19 Accounts Receivable. The accounts receivable reflected on the most recent audited financial statements in the SEC Documents and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Sellers involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Sellers not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. Additionally, the material accounts receivable reflected on the most recent audited financial statements in the SEC Document, subject to a reserve for bad debts shown in the most recent audited financial statements included in the SEC Documents, and the material accounts receivable arising after the date thereof, subject to a reserve for bad debts on the accounting records of the Business, are due within 90 days after billing. The reserve for bad debts shown on the most recent audited financial statements included in the SEC Documents or, with respect to accounts receivable arising after the date of such financial statements included in the SEC Documents, on the accounting records of the Business have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.20 Inventory. All Inventory of Sellers, whether or not reflected on the most recent audited financial statements included in the SEC Documents, consists of items of a quality useable or saleable in the ordinary course of business, for the purposes for which they are intended, subject to normal and customary allowances for damage and obsolescence and assuming sufficient market demand. Sellers do not hold any Inventory on consignment.

4.21 Warranties Are Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR OPERATIONS, INCLUDING, WITH RESPECT TO

MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Purchaser has, or at the time of execution will have, all necessary limited liability company power and authority to execute and deliver this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and the performance of Purchaser's obligations hereunder and thereunder have been, or at the time of execution will be, duly authorized by all necessary action by Purchaser. This Agreement and each Ancillary Agreement to which Purchaser is or will become a party have been, or at the time of execution will be, duly executed by Purchaser and constitute, or will constitute, when executed and delivered, Purchaser's valid and binding obligations, enforceable against it in accordance with their respective terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

5.3 No Conflict or Violation. The execution, delivery and performance by Purchaser of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party do not or will not at the time of execution (a) violate or conflict with any provision of the organizational documents of Purchaser, (b) violate any provision of applicable Law, or any order, writ, injunction, judgment or decree of any Governmental Authority applicable to Purchaser, or (c) violate or result in a breach of or constitute (with due notice or lapse of time, or both) an event of default or default under any Contract to which Purchaser is party or by which Purchaser is bound or to which any of Purchaser's properties or assets are subject.

5.4 Consents and Approvals. No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by Purchaser of this Agreement and each Ancillary Agreement to which Purchaser is or will become a party or the performance by Purchaser of its obligations hereunder or thereunder, except for applicable requirements under the HSR Act.

5.5 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, Purchaser in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement is or will be entitled to any brokerage or finder's or similar fees or other commissions as a result of this Agreement or such transaction.

5.6 Financial Wherewithal. Purchaser has, or at the time of Closing will have access to, all assets necessary to pay the Purchase Price pursuant to Section 3.1.

5.7 Litigation; Proceedings. As of the date hereof, there is no claim, action, suit, Proceeding, complaint, charge, hearing, grievance or arbitration pending or, to the Purchaser's knowledge, threatened against the Purchaser, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Purchaser pending or, to the Purchaser's knowledge, threatened by or before any arbitrator or any Governmental Authority, which could reasonably be expected to result in a material adverse effect on the Purchaser's ability to consummate the transactions contemplated hereby or would reasonably be expected to prevent, restrict or delay the consummation of the transactions contemplated in this Agreement or the Ancillary Agreements.

5.8 As Is Transaction. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 4 OF THIS AGREEMENT, THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OR THE BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT THE SELLERS HAVE NOT GIVEN, WILL NOT BE DEEMED TO HAVE GIVEN AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. ACCORDINGLY, PURCHASER SHALL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE 6

COVENANTS AND OTHER AGREEMENTS

6.1 Pre-Closing Covenants of Sellers. Sellers covenant to Purchaser that, during the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Agreement:

(a) Cooperation. Sellers shall use reasonable best efforts to obtain, and assist Purchaser in obtaining, at no cost to Purchaser (other than Cure Amounts payable at or after the Closing), such consents, waivers or approvals of any third party or Governmental Authority required for the consummation of the transactions contemplated hereby, including the sale and assignment of the Acquired Assets. Sellers shall take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all things necessary or appropriate, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby.

(b) Access to Records and Properties. Sellers shall (i) provide Purchaser and its Related Persons reasonable access, upon reasonable notice and during normal business hours, to the Facilities, offices and personnel of Sellers and to the books and records of Sellers, related to the Business or the Acquired Assets as reasonably requested by Purchaser if reasonably necessary to comply with the terms of this Agreement or the Ancillary Agreements or any applicable Law; (ii) furnish Purchaser with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Business as Purchaser shall reasonably request; and (iii) permit Purchaser to make such reasonable inspections and copies thereof as Purchaser may require; provided, however, that (A) any such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of Sellers or the duties of any Employee, (B) such access or information shall not, based on advice of counsel to the Sellers, result in the waiver of any attorney-client privilege and (C) neither Purchaser nor any of its Related Persons shall conduct or cause any invasive sampling or testing with respect to the Owned Real Property or the Leased Real Property without the prior written consent of Sellers (in their sole discretion).

(c) Notification of Certain Matters. The Sellers shall give written notice to the Purchaser promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Section 9.2 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date or (ii) any notice or other communication from (A) any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement or (B) any Governmental Authority in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 6.1(c) shall not limit or otherwise affect the remedies available hereunder to the Purchaser.

(d) Disclosure Schedules and Supplements.

(i) Sellers shall provide the disclosure schedules (the “Schedules”) to this Agreement within seven (7) days after the Execution Date. Purchaser shall provide any Schedules for which it is responsible to Sellers within five (5) days after receipt of the Schedules from Sellers.

(ii) Sellers shall notify Purchaser of, and shall supplement or amend the Schedules to this Agreement with respect to any matter that makes it necessary to correct any information in the Schedules to this Agreement or in any material representation, warranty or covenant of Sellers that has been rendered materially inaccurate thereby; provided, however, that the Sellers may not supplement or amend any Schedule which adds or deletes, directly or indirectly, any asset as an “Acquired Asset” or adds or deletes, directly or indirectly, any Liability as an “Assumed Liability.” Each such notification and supplementation, to the extent known, shall be made promptly after discovery thereof and no later than three (3) days before the date set for the Closing. The Schedules shall be deemed amended by all such supplements and amendments for all purposes (except for purposes of determining whether the conditions set forth in Section 9.2(a) of this Agreement have been satisfied), unless within ten (10) days from the receipt

of such supplement or amendment Purchaser provides notice in good faith that the facts described in such supplement or amendment would reasonably be expected to have a Material Adverse Effect on the Acquired Assets or the Business.

(e) Conduct of Business Prior to Closing. From the Execution Date through the Closing Date or the earlier termination of this Agreement, except as expressly contemplated by this Agreement or with Purchaser's prior written consent, and except for any limitations directly imposed on Sellers as a result of, and related to, their status as debtors-in-possession in the Bankruptcy Cases, and except to the extent expressly required or permitted under the DIP Credit Agreement, the Bankruptcy Code, other applicable Law or any ruling or order of the Bankruptcy Court:

(i) Sellers shall not take any action that would reasonably be expected to result in an Event of Default (as defined therein) under the DIP Credit Agreement;

(ii) Sellers shall not directly or indirectly sell or otherwise transfer, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer, any of the Acquired Assets other than (A) the sale of inventory in the ordinary course of business, (B) the use of cash collateral in accordance with the DIP Credit Agreement or the DIP Orders or (C) pursuant to any Alternate Transaction entered into in accordance with the Bidding Procedures Order and subsequently approved by the Bankruptcy Court;

(iii) Sellers shall not permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, Claim, Interest or Encumbrance, except for Permitted Liens, Liens granted in connection with the DIP Credit Agreement and Liens set forth on Schedule 4.5;

(iv) Sellers shall notify Purchaser promptly in writing of any Material Adverse Effect;

(v) Sellers shall not (1) increase the annual level of compensation payable or to become payable by Sellers to any of their directors or Employees, other than increases in the ordinary course of business to an Employee with a base salary of less than \$100,000 per year, (2) grant, or establish or modify any targets, goals, pools or similar provisions in respect of, any bonus, benefit or other direct or indirect compensation to or for any director or Employee, or increase the coverage or benefits available under any (or create any new) Employee Benefit Plan, or (3) enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to which any Seller is a party or involving a director or Employee of Sellers, except, in each case, as required by Law, or as required by any plans, programs or agreements existing on the Execution Date and disclosed on Schedule 4.10(a) or Schedule 4.11(a);

(vi) Sellers shall comply in all material respects with all Laws applicable to Sellers or having jurisdiction over the Business or any Acquired Asset;

(vii) Sellers shall not (1) enter into any Contract (other than in the ordinary course of business) that would constitute a Material Contract, if in effect on the Execution Date or (2) assume, amend, modify or terminate any Material Contract to which any Seller is a party or by which any Seller is bound and that is used in or related to the Business or the Acquired Assets (including any Assigned Contract), or fail to exercise any renewal right with respect to any Material Contract (including any Real Property Lease) that by its terms would otherwise expire;

(viii) Sellers shall not cancel or compromise any material debt or claim or waive or release any right of Sellers that constitutes an Acquired Asset;

(ix) Sellers shall not enter into any commitment for capital expenditures, except pursuant to the Budget;

(x) Sellers shall not assign, sublet, pledge, encumber, terminate (other than those Real Property Leases that will terminate by their terms), amend or modify in any manner any Real Property Lease or Owned Real Property;

(xi) Subject to the impact of the Bankruptcy Cases on the Business, Sellers shall use reasonable best efforts to (1) conduct the Business in substantially the same manner as conducted as of the Execution Date only in the ordinary course, (2) preserve the existing business organization and management of the Business intact, (3) keep available the services of the Employees, to the extent reasonably feasible, and (4) maintain the existing relations with customers, distributors, suppliers, creditors, business partners, employees and others having business dealings with the Business, to the extent reasonably feasible;

(xii) Sellers shall use best efforts to pay all accounts payable and collect all Accounts Receivable only in the ordinary course of business;

(xiii) Sellers shall at all times maintain all of the tangible Acquired Assets, used, held for use or useful in the conduct of the Business and keep the same in good repair, working order and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with past practice;

(xiv) Sellers file all material Tax Returns and pay or deposit all material Taxes on a timely basis and in accordance with past practice;

(xv) No Seller shall make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment relating to any Seller, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Seller, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax; and

(xvi) Sellers shall not take, or agree, commit or offer (in writing or otherwise) to take, any actions in violation of the foregoing.

6.2 Pre-Closing Covenants of Purchaser. Purchaser covenants to Sellers that, during the period from the Execution Date through and including the Closing or the earlier termination of this Agreement, Purchaser shall take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or appropriate, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby; provided that the foregoing shall not require Purchaser to participate as a bidder in the Auction.

6.3 Antitrust Notification. If required, Sellers and Purchaser shall use their reasonable best efforts to promptly obtain any clearance required under the HSR Act for the consummation of this Agreement and the transactions contemplated hereby and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, the United States Federal Trade Commission and the United States Department of Justice and shall comply promptly with any such inquiry or request. If required, the parties hereto commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, the expiration of the applicable HSR Act waiting period at the earliest practicable date. Said reasonable best efforts and cooperation include counsel's undertaking (i) to keep each other appropriately informed of communications from and to personnel of the reviewing antitrust authority, and (ii) to confer with each other regarding appropriate contacts with and response to personnel of said antitrust authority.

6.4 Transfer of Permits. Except for those Permits that are not transferable by Law, Sellers shall use reasonable best efforts to cause the issuance or transfer of all Permits included in the Acquired Assets to Purchaser on or before the Closing Date. Sellers shall give and make all notices and reports Sellers are required to make to the appropriate Governmental Authorities and other Persons with respect to the Permits that may be necessary for the sale of the Acquired Assets to Purchaser at the Closing.

6.5 Employment Covenants and Other Undertakings.

(a) Employment. Purchaser shall offer to employ, on such terms and conditions of employment as determined by Purchaser in its sole discretion, substantially all of the Employees of Sellers. Only Employees of Sellers who are offered and then accept such offer of employment with Purchaser will become a Purchaser Employee after the Closing. Notwithstanding the foregoing, nothing in this Agreement will, after the Closing Date, impose on Purchaser any obligation to retain any Purchaser Employee in its employment. Except as described in the remaining sentences of this Section 6.5, the employment of each such Purchaser Employee with Purchaser will commence immediately after the Closing. In the case of any individual who is offered employment by Purchaser and accepts such offer, but who is absent from active employment and receiving short-term disability or workers' compensation benefits, the employment of any such individual with Purchaser would commence upon his or her return to active work, and such individual would become a Purchaser Employee as of such date.

Purchaser Employees will be given full credit for years of service with any Seller for purposes of any employee benefit plan, program, policy or arrangement of Purchaser to the same extent and purpose as such service was taken into account by such Seller immediately prior to the Closing Date and credit Purchaser Employees for any earned or accrued paid time off.

(b) Other Obligations. Except as otherwise required by Law, specified in this Agreement, or otherwise agreed in writing by Purchaser or its Affiliates, neither Purchaser nor its Affiliates shall be obligated to provide any severance, separation pay, or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee's employment on or before the Closing Date, and such benefits (if any) shall remain obligations of Sellers.

(c) Forms W-2 and W-4. Sellers and Purchaser shall adopt the "standard procedure" for preparing and filing IRS Forms W-2 (Wage and Tax Statements) and Forms W-4 (Employee's Withholding Allowance Certificate) regarding the Purchaser Employees. Under this procedure established by Revenue Procedure 2004-53, Sellers (so long as they remain in existence) shall keep on file all IRS Forms W-4 provided by the Purchaser Employees for the period required by applicable Law concerning record retention and Purchasers will obtain new IRS Forms W-4 with respect to each Purchaser Employee.

(d) No Right to Continued Employment. Nothing contained in this Agreement shall confer upon any Purchaser Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Purchaser Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms or conditions of employment of the Purchaser Employees after the Closing.

(e) Employee Communications. Prior to making any written or oral communications to the Employees pertaining to their employment, termination, compensation, benefit or other terms and conditions of employment that are affected by the transactions contemplated by this Agreement, Sellers shall consult with Purchaser and provide Purchaser with a copy of the intended communication.

(f) Employee Benefit Plans. As of the Closing, all of the Purchaser Employees will cease participation in any of the Employee Benefit Plans that such Purchaser Employees participated in immediately prior to the Closing that are not Assumed Plans. In accordance with Treasury Regulation Section 54.4980B-9 Q&A-7, as of the Closing Date, Purchaser will assume all liability for providing and administering all required notices and benefits under Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA (usually referred to as "COBRA") to all current and former employees of Sellers (including Purchaser Employees). Prior to the Closing Date, Sellers shall provide to Purchaser detailed information reasonably requested by Purchaser (including all pertinent information concerning individuals who have elected or continue to have a right to elect COBRA continuation coverage and/or any COBRA subsidy pursuant to the American Recovery and Reinvestment Act of 2009) sufficient to enable Purchaser to carry out its obligations under this Section 6.5(f). Sellers will have no COBRA Liability to such current and former employees after the Closing Date, except with respect to any violations of Law that occurred prior to the Closing Date.

(g) Assumed Plans. Purchaser shall notify Sellers in writing no later than two (2) Business Days prior to the Closing as to which Employee Benefit Plans Purchaser shall adopt and assume, if any (the “Assumed Plans”). With respect to each Assumed Plan, Purchaser or, any entity designated by Purchaser, will be substituted for the applicable Seller as the plan sponsor under any such Assumed Plan and Purchaser shall have all rights of such Seller thereunder, including full authority to maintain, amend or terminate any such Assumed Plan at any time, in Purchaser’s sole discretion. Sellers agree to cooperate with Purchaser in adopting and effectuating any plan amendments to the Assumed Plans reasonably requested by Purchaser, so long as such amendments are effective as of, or after, the Closing Date and are consistent with applicable Law and other agreements under which Sellers are obligated. The parties agree to cooperate in all respects and take any actions necessary to implement the assumption by Purchaser of the Assumed Plans. Before, or as soon as administratively practicable after, the Closing, Sellers will provide Purchaser with (i) all records concerning participation, vesting, accrual of benefits, payment of benefits, and election forms of benefits under each Assumed Plan, and (ii) any other information reasonably requested by Purchaser as necessary or appropriate for the administration of each Assumed Plan, each subject to the provision of consent by any Purchaser Employee to the extent and in the manner required by Law. Purchaser will make all required filings or reports with or to the IRS, or any other governmental agency, and the participants and their beneficiaries with respect to each Assumed Plan on a timely basis for all plan years ending before, on or after the Closing Date or as may be required with respect to such Assumed Plan, provided the initial deadline for such filing or report is after the Closing Date. All parties recognize that a reasonable transition period may be necessary after the Closing Date and prior to Purchaser’s implementation of its assumption of the Assumed Plans before full compliance with this Section 6.5 is achieved, during which some or all of the Purchaser Employees and other participants and beneficiaries of the Assumed Plans may not be able to (i) make (and Purchaser may not be able to process) elective deferral contributions, loan repayments, investment changes, distribution requests, benefit payment requests or reimbursement requests or (ii) exercise or enjoy other rights or features of the Assumed Plans, and that during such transition period Purchaser shall not be considered to be in violation of this Section 6.5. Notwithstanding the foregoing, Purchaser shall not assume or succeed to any of Sellers’ past, current or future Liabilities (including any withdrawal liability, termination liability or mass withdrawal liability) with respect to any multiemployer plan to which any Seller or any ERISA Affiliate contributes or has ever contributed.

(h) Compliance with WARN Act. With respect to the Employees, Sellers will have full responsibility under the WARN Act caused by any action of Sellers. Sellers shall be responsible for all WARN Act Liabilities relating to the periods prior to and on the Closing Date, including any such Liabilities that result from Employees’ separation of employment from Sellers and/or Employees not becoming Purchaser Employees pursuant to this Section 6.5.

(i) Successor Employer Status. Sellers shall provide Purchaser with all necessary records and documentation required by Purchaser as a “successor employer” within the meaning of Sections 3121 and 3306 of the Code.

6.6 Exclusivity. For the period beginning on the Execution Date until the date of the Bankruptcy Court's approval and entry of the Bidding Procedures Order, Sellers and their respective Affiliates and Related Persons shall not, directly or indirectly, (i) solicit, initiate discussions with or engage in negotiations with any Person (whether such negotiations are initiated by Sellers or otherwise), other than Purchaser and its Affiliates, relating to the acquisition of any of the Acquired Assets (other than sales of inventory and dispositions of assets, in each case in the ordinary course of business), whether by way of purchase of equity or assets or otherwise (a "Potential Transaction"); or (ii) enter into an agreement, letter of intent or similar document (whether or not binding) with any Person, other than Purchaser or its Affiliates, providing for or relating to any Potential Transaction. If Sellers or their respective Affiliates or Related Persons receive an inquiry, offer or proposal relating to any of the above (unsolicited or otherwise), Sellers shall immediately notify Purchaser in writing. Upon the execution and delivery of this Agreement, Sellers and their respective Affiliates and Related Persons shall immediately cease all discussions, negotiations and communications with all other Persons regarding any Potential Transaction until entry of the Bid Procedures Order.

6.7 Casualty. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) a material portion is damaged or destroyed by fire or other casualty, Sellers shall notify Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, Sellers shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire or other casualty, Sellers shall, at the option of Purchaser, either use any insurance proceeds to restore such damage or assign such insurance proceeds therefrom to the Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.7 shall not in any way modify the Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

6.8 Name Change. Within ten (10) days after the Closing Date, Sellers and their Subsidiaries shall take such corporate and other actions necessary to change their corporate and company names to ones that are not similar to, or confusing with, their current names, including any necessary filings required by applicable Law.

6.9 Release of Claims. At the Closing, Sellers shall provide a release of all rights, claims or causes of action of Sellers arising under Chapter 5 of the Bankruptcy Code.

6.10 Transition Services. The Parties shall cooperate with each other, and shall use their reasonable best efforts to cause their respective Related Persons to cooperate with each other, to provide an orderly transition of the Business from Sellers to Purchaser and to minimize the disruption to the Business resulting from the transactions contemplated hereby as requested by any Party, including facilitating the transition of the business relationship with Regents of the University of California acting on behalf of its Lawrence Hall of Science in respect of the FOSS contracts and other key partner/client relationships.

6.11 Alternate Transactions. Subject to Section 11.3, nothing in this Agreement shall restrict Sellers' right to pursue one or more Alternate Transactions, including marketing Sellers' assets or providing due diligence materials, solely to the extent permitted by the Bidding Procedures Order.

6.12 Post-Closing Access. On and after the Closing Date, upon reasonable advance notice, Purchaser will afford promptly to Sellers (and their successors and assigns) and their counsel, advisors and other agents reasonable access during normal business hours to Purchaser's properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, Claim or assessment, the reconciliation of Claims in the Bankruptcy Cases, to permit Sellers to determine any matter relating to its rights and obligations hereunder, or in connection with addressing any other issues arising in connection with or relating to the Bankruptcy Cases; provided, however, that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Purchaser; provided, further, that, subject to applicable Law, Purchaser may destroy materials relating to the Purchased assets and Business after the two year anniversary of Closing provided that it gives written notice to Sellers, to the extent that Sellers are still in existence, with respect to its intent to do so and gives Sellers the opportunity to make copies of the same prior to destruction thereof.

6.13 Purchaser Financing Cooperation. From the Execution Date through and including the Closing or the earlier termination of this Agreement, Sellers shall use their reasonable best efforts to, and shall cause their officers, employees and other representatives to use their respective reasonable best efforts to assist Purchaser in obtaining any financing necessary to fund the Business after the Closing, including by taking the following actions: (i) make senior management, representatives and advisors of Sellers reasonably available for meetings and due diligence sessions with prospective financing sources, (ii) cooperate with prospective lenders, placement agents, initial purchasers and their respective advisors in performing their due diligence, and (iii) assist Purchaser in procuring credit agreements, hedging arrangements, notes, mortgages, pledge and security documents, landlord waivers, estoppels, consents, and approvals and other definitive financing documents or other requested certificates or documents (including solvency certificates to the extent required), it being understood that in no event shall Sellers be obligated or required to execute any such document. Nothing in this Section 6.13 shall require such cooperation from Sellers to the extent it would unreasonably interfere with the ongoing operations of Sellers.

ARTICLE 7

TAXES

7.1 Tax Matters.

(a) Purchaser and the Sellers agree that the Purchase Price is exclusive of any Transfer Taxes. Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the transactions contemplated by this Agreement.

(b) In the event that Sellers elect to file a plan of reorganization or liquidation in conjunction with the transactions contemplated by this Agreement, Purchaser and Sellers covenant and agree that they will use their reasonable best efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Sellers to Purchaser from any and all Transfer Taxes. To the extent the transactions contemplated by this Agreement or any portion of the transactions contemplated by this Agreement are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all Transfer Taxes in accordance with Section 7.1. Purchaser and Sellers shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under applicable Law.

(c) Purchaser and Sellers agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Sellers shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 7.1(c). Purchaser and Sellers shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Sellers shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the “Straddle Period Property Tax”) shall be prorated on a per diem basis between Purchaser and Sellers as of the Closing Date; provided, however, that Sellers shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Sellers and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 7.1(d) shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 7.1(a) and 7.1(b).

7.2 Waiver of Bulk Sales Laws. To the greatest extent permitted by applicable Law, Purchaser and Sellers hereby waive compliance by Purchaser and Sellers with the terms of any bulk sales or similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Purchaser shall indemnify Sellers from and hold Sellers harmless from and against any Liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of (i) the parties' failure to comply with any such bulk sales Laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Sale Order shall exempt Sellers and Purchaser from compliance with any such Laws.

ARTICLE 8
BANKRUPTCY COURT MATTERS

8.1 Sale Motion. Sellers shall file with the Bankruptcy Court on the Petition Date, a motion or motions (the "Sale Motion") seeking the Bankruptcy Court's approval of the Bidding Procedures Order (which shall include a provision permitting payment of the Breakup Fee and the Expense Reimbursement in accordance with this Agreement) and the Sale Order. Sellers shall affix or submit to the Court a true, correct and complete copy of this Agreement to the Sale Motion filed with the Bankruptcy Court. The Sale Motion shall request, among other things, (i) the scheduling of the date for the Auction to be commenced no later than March 25, 2013, and the date for the Sale Hearing to be not more than two (2) Business Days after the Auction, (ii) the entry of the Bidding Procedures Order attached as Exhibit C and (iii) the entry of the Sale Order attached as Exhibit B.

8.2 Sale Order. Sellers shall use reasonable best efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement and such Sale Order shall be in form and substance satisfactory to Purchaser in its sole discretion granting, among other things, that (i) such sale shall be, to the fullest extent permitted by the Bankruptcy Code, pursuant to Sections 105, 363(b) and 363(f) of the Bankruptcy Code, free and clear of all Claims, Liens and Liabilities, other than Permitted Liens and Assumed Liabilities; (ii) all Contracts required to be assumed by Sellers and assigned to Purchaser are so assumed and assigned free and clear of all Claims, Liens and Liabilities, other than Permitted Liens and Assumed Liabilities, to the fullest extent permitted by Section 365 of the Bankruptcy Code; (iii) Purchaser is deemed to have purchased the Acquired Assets in good faith pursuant to Section 363(m) of the Bankruptcy Code; and (iv) Sellers are authorized and directed to execute, upon request by Purchaser, one or more assignments in form, substance, and number reasonably acceptable to Purchaser, evidencing the conveyance of the Acquired Assets to Purchaser and/or its Designees.

8.3 Procedure. Subject to its obligations as a debtor-in-possession, Sellers shall promptly make any filings, take all actions and use reasonable best efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Sellers shall provide Purchaser with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement for Purchaser's prior review and comment and shall cooperate with Purchaser to make reasonable changes. Sellers agree to diligently prosecute the entry of the Bidding Procedures Order and the Sale Order. In the event the entry of the Bidding Procedures

Order or the Sale Order shall be appealed, Sellers shall use their reasonable best efforts to defend such appeal. Notwithstanding the foregoing, any resulting changes to this Agreement or any Ancillary Agreement or any resulting changes to the Orders shall be subject to Purchaser's approval in its sole discretion.

8.4 Purchaser Protections. Sellers shall pay to Purchaser the Breakup Fee, if any, and the Expense Reimbursement pursuant to the terms and conditions set forth in Section 11.3.

ARTICLE 9
CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES

9.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c) and Section 9.1(d)) may be waived by Sellers, in their sole discretion:

(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all respects as of such specific date), and the representations and warranties of Purchaser made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all material respects as of such specific date).

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which it is party that are to be performed by it at or before the Closing (except with respect to (i) the obligation to pay the Purchase Price in accordance with the terms of this Agreement (which shall be paid at the Closing) and (ii) any obligations qualified by a materiality standard, which obligations shall be performed in all respects as required under this Agreement).

(c) Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(d) No Violation of Orders. No preliminary or permanent injunction or other order of any Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(e) Bidding Procedures Order. The Bidding Procedures Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(f) Assumption and Assignment of Contracts. Subject to Section 2.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed and assigned to Purchaser by order of the Bankruptcy Court.

(g) HSR. To the extent applicable, all waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(h) Deliveries. Purchaser shall have made the deliveries referenced in Section 10.3.

9.2 Conditions Precedent to the Performance by Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c), Section 9.2(d) and Section 9.2(e), except as expressly provided therein) may be waived by Purchaser, in its sole discretion:

(a) Representations and Warranties of Sellers. The representations and warranties of Sellers made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all respects as of such specific date), and the representations and warranties of Sellers made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all material respects as of such specific date).

(b) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which each of them is party that are to be performed by them at or before the Closing (except with respect to any obligations qualified by a materiality standard, which obligations shall be performed in all respects as required under this Agreement).

(c) DIP Orders. The DIP Orders shall be in full force and effect, shall not be the subject of a pending appeal and shall not have been stayed, vacated, modified or supplemented without the prior written consent of Purchaser.

(d) Bankruptcy Court Approval. The Sale Order shall have been entered in form and substance reasonably acceptable to Purchaser by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(e) No Violation of Orders. No preliminary or permanent injunction or other order of any Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(f) Bidding Procedures Order. The Bidding Procedures Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(g) Material Adverse Effect. There shall not have occurred a Material Adverse Effect.

(h) Assumption and Assignment of Contracts. Subject to Section 2.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed and assigned to Purchaser by order of the Bankruptcy Court reasonably satisfactory to Purchaser.

(i) HSR. To the extent applicable, all waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(j) Consents and Approvals. All consents and approvals listed on Schedule 9.2(j) or waivers thereof shall have been obtained.

(k) Deliveries. Sellers shall have made the deliveries referenced in Section 10.2.

ARTICLE 10

CLOSING AND DELIVERIES

10.1 Closing. The consummation and effectuation of the transactions contemplated hereby pursuant to the terms and conditions of this Agreement (the "Closing") shall be held two (2) Business Days after the date that all conditions to the parties' obligations to consummate the transactions contemplated herein have been satisfied (the "Closing Date") (except for closing conditions that by their terms can only be satisfied on the Closing Date) or, if applicable, waived by the appropriate party or parties, at 10:00 a.m., local time, at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or on such other date or at such other place and time as may be mutually agreed to in writing by the parties. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

10.2 Sellers' Deliveries. At the Closing:

(a) the sale, transfer, assignment, conveyance and delivery by Sellers of the Acquired Assets to Purchaser shall be effected by the execution and delivery by Sellers of (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement and (iii) such other Ancillary Agreements (including additional bills of sale, endorsements, assignments and other instruments of transfer and conveyance) as requested by Purchaser in form and substance reasonably satisfactory to Purchaser;

(b) Sellers shall deliver an officer's certificate, duly executed by an officer of Sellers, certifying the matters set forth in Section 9.2(a) and Section 9.2(b), in form and substance reasonably satisfactory to Purchaser;

(c) Each Seller shall deliver a non-foreign affidavit dated as of the Closing Date in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the Code so that Purchaser is exempt from withholding any portion of the Purchase Price;

(d) Sellers shall deliver a certified copy of the Sale Order; and

(e) duly executed special warranty deeds (or local equivalent) in customary form and substance reasonably satisfactory to Sellers and Purchaser conveying to Purchaser good and marketable fee title to the Owned Real Property free and clear of all Encumbrances other than Permitted Liens.

10.3 Purchaser's Deliveries. At the Closing,

(a) Purchaser shall pay the Purchase Price;

(b) Purchaser shall deliver an officer's certificate, duly executed by an officer of Purchaser, certifying the matters set forth in Section 9.1(a) and Section 9.1(b), in form and substance reasonably satisfactory to Sellers;

(c) Purchaser shall deliver a release whereby Purchaser and its Affiliates will release Sellers, its Affiliates and all present and former directors, officers, employees, agents and advisors (including legal counsel and financial advisors) of Sellers against any and all Claims, Liabilities, or other obligations arising prior to the Closing Date, in form and substance reasonably satisfactory to Sellers; and

(d) Purchaser shall execute and deliver to Sellers the Assignment and Assumption Agreement.

ARTICLE 11 **TERMINATION**

11.1 Conditions of Termination. This Agreement may be terminated only in accordance with this Section 11.1. This Agreement may be terminated at any time before the Closing as follows:

(a) by mutual written consent of SS and Purchaser;

(b) automatically and without any action or notice by either SS to Purchaser, or Purchaser to SS, immediately upon:

(i) the issuance of a final and nonappealable order, decree or ruling by a Governmental Authority to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets contemplated hereby;

(ii) the acceptance by Sellers of an Alternate Transaction if, and only if, Purchaser is not designated as the backup bidder at the completion of the Auction; or

(iii) the consummation of an Alternate Transaction.

(c) by Purchaser:

(i) if the Bankruptcy Court has not entered (a) an interim order with respect to the DIP Credit Agreement within three (3) business days of the Petition Date and (b) a final order with respect to the DIP Credit Agreement within twenty-five (25) days of the Petition Date, in each case, (x) which date Purchaser may waive or extend in its sole discretion and (y) in form and substance acceptable to Purchaser in its sole discretion;

(ii) if the Bidding Procedures Order shall not have been entered by February 8, 2013 (or such later date as Purchaser may have designated in writing to SS);

(iii) if the Auction has not commenced by March 25, 2013 (or such later date as Purchaser may have designated in writing to SS);

(iv) if the Bankruptcy Court has not entered the Sale Order by March 27, 2013 (or such later date as Purchaser may have designated in writing to SS);

(v) if there has been a material violation or breach by any Seller of any representation, warranty or covenant contained in this Agreement which (x) has rendered the satisfaction of any condition to the obligations of Purchaser impossible or is not curable or, if curable, has not been cured within ten (10) business days following receipt by Sellers of written notice of such breach from Purchaser, and (y) has not been waived by Purchaser; provided that Purchaser shall not have the right to terminate this Agreement under this Section 11.1(c)(v) if Purchaser is then in material breach of this Agreement;

(vi) if the Closing shall not have occurred by the fifteenth (15th) day after the entry of the Sale Order and such failure to close is not caused by or the result of Purchaser's breach of this Agreement;

(vii) if, prior to the Closing Date, Sellers' Bankruptcy Cases shall be converted into a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee is appointed in the Bankruptcy Cases;

(viii) if any Event of Default (as defined in the DIP Credit Agreement) shall have occurred, subject to any applicable cure period, or Purchaser's obligations under the DIP Credit Agreement are terminated;

(ix) if any consent or approval listed on Schedule 9.2(j) has not been obtained (or the receipt thereof has not been waived by Purchaser);

(x) if there shall be excluded from the Acquired Assets any Assigned Contract that is not assignable or transferable pursuant to the Bankruptcy Code or otherwise without the consent of any Person other than Sellers, to the extent that such consent shall not have been given prior to the Closing and the exclusion of such Assigned Contract would reasonably be expected to have a Material Adverse Effect; or

(xi) within five (5) Business Days after delivery thereof, if Purchaser is not satisfied, in its sole discretion, with any disclosure in the Schedules after delivery of the Schedules by Sellers in accordance with Section 6.1(d)(i).

(xii) if Sellers disclose, or Purchaser otherwise discovers, the existence of a Material Adverse Effect.

(d) by SS, if there has been a material violation or breach by Purchaser of any agreement or any representation or warranty contained in this Agreement which (A) has rendered the satisfaction of any condition to the obligations of Sellers impossible or is not curable or, if curable, has not been cured within ten (10) business days following receipt by Purchaser of written notice of such breach from Sellers, and (B) has not been waived by Sellers; provided that SS shall not have the right to terminate this Agreement under this Section 11.1(d) if Sellers are then in material breach of this Agreement.

11.2 Effect of Termination. In the event of termination pursuant to Section 11.1, this Agreement shall become null and void and have no effect and neither party shall have any Liability to the other (other than those provisions of Article 11 and Article 12 that expressly survive termination or obligations to be performed on or after the Closing), except that Purchaser or Sellers shall be liable to the other party for any damages suffered by such party on account of any prior material or willful breach hereof by Purchaser or Sellers, as applicable.

11.3 Breakup Fees; Expense Reimbursement.

(a) If this Agreement is terminated pursuant to Section 11.1(b)(ii) or Section 11.1(b)(iii), then Purchaser shall be deemed to have earned the Breakup Fee. Additionally, if this Agreement is terminated pursuant to Section 11.1(c)(v) due to a material violation or breach of any representation, warranty or covenant contained in this Agreement that is within the control of Sellers and within nine (9) months after such termination, Sellers consummate an Alternate Transaction, then Purchaser shall be deemed to have earned the Breakup Fee. The Breakup Fee shall be paid in cash, without further order of the Bankruptcy Court, immediately following the consummation of the Alternate Transaction.

(b) If this Agreement is terminated pursuant to any provision of Section 11.1 other than Section 11.1(d), then Purchaser shall be deemed to have earned the Expense Reimbursement. The Expense Reimbursement shall be paid in cash, without further order of the Bankruptcy Court, promptly following such termination.

(c) The parties acknowledge that the agreements contained in this Section 11.3 are an integral part of the transactions contemplated by this Agreement and that without these agreements neither Sellers nor Purchaser would enter into this Agreement.

(d) Payments pursuant to this Section 11.3 shall be an administrative expense priority obligation under Section 364(c)(1) of the Bankruptcy Code with priority over all expenses of the kind specified in Sections 503(b) and 507 of the Bankruptcy Code, subject to any super-priority claims of Sellers' post-petition lenders, and in all circumstances subject to the rights of the lenders under the ABL Credit Agreements, the Pre-Petition Credit Agreement and the DIP Credit Agreement.

ARTICLE 12

MISCELLANEOUS

12.1 Survival. Except for the provisions of Article 12, no representations, warranties, covenants and agreements of Sellers and Purchaser made in this Agreement shall survive the Closing Date except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for obligations extending after the Closing. Sellers hereby acknowledge that the obligation to pay the Breakup Fee and the Expense Reimbursement (each, to the extent due hereunder) shall survive the termination of this Agreement, and shall have administrative status against Sellers and their respective estates.

12.2 Further Assurances. At the request and the sole expense of the requesting party, Purchaser or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Purchaser or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements. Each party shall use reasonable best efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated hereby.

12.3 Successors and Assigns.

(a) In accordance with Section 3.3, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder.

(b) Sellers shall not assign this Agreement or any of their rights or obligations hereunder and any such assignment shall be void and of no effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto, including any trustee appointed in any of the Bankruptcy Cases or subsequent Chapter 7 cases and Sellers, if the Bankruptcy Cases are dismissed.

12.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Law thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York.

12.5 Expenses. Except as otherwise provided in this Agreement, each of the parties shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees and commissions or finder's fees, whether or not the transactions contemplated hereby are consummated. Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by Purchaser.

12.6 Severability. In the event that any part of this Agreement is declared by any Governmental Authority to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the Execution Date and (b) the date this Agreement was last amended.

12.7 Notices.

(a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given, if served via Federal Express or similar overnight courier or Express Mail service; (iii) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next Business Day; or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers:

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942
Attn: Michael P. Lavelle, CEO
Fax: (920) 882-5863

With a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison
LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Jeffrey Saferstein and Tarun Stewart
Fax: (212) 492-0347

If to Purchaser:

c/o Bayside Finance, LLC
500 Boylston Street
13th Floor
Boston, MA 02116
Attn: Jackson Craig
Fax: (617) 262-1505

With a copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Michael S. Stamer and Stephen B. Kuhn
Fax: (212) 872-1002

(b) Any party may change its address or facsimile number for the purpose of this Section 12.7 by giving the other parties written notice of its new address in the manner set forth above.

12.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Purchaser and Sellers, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Entire Agreement. This Agreement and the Ancillary Agreements, including all schedules and exhibits hereto and thereto, contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

12.10 Sellers Disclosures. After notice to and consultation with Purchaser, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Purchaser in connection herewith to the Bankruptcy Court, the United States Trustee, parties in interest in the Bankruptcy Cases and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing shall not prevent Sellers from publishing the existence or terms of this Agreement (or the Agreement itself) as necessary in the Sale Motion or otherwise in connection with the Bankruptcy Cases.

12.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.12 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

12.13 Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

(b) THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

12.14 Third Party Beneficiaries. No provision of this Agreement (including Section 6.5) is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

12.15 Specific Performance. Sellers and Purchaser agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, Sellers and Purchaser shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at Law or in equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

PURCHASER:

BAYSIDE SCHOOL SPECIALTY, LLC

By: /s/ Richard Siegel

Name: Richard Siegel

Its: Authorized Signatory

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SELLERS:

SCHOOL SPECIALTY, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

CLASSROOMDIRECT.COM, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

DELTA EDUCATION, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

SPORTIME, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

CHILDCRAFT EDUCATION CORP.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

SELLERS:

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

CALIFONE INTERNATIONAL, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

PREMIER AGENDAS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

FREY SCIENTIFIC, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SAX ARTS & CRAFTS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT
DATED AS OF FEBRUARY 14, 2013
AMONG
BAYSIDE SCHOOL SPECIALTY, LLC,
SCHOOL SPECIALTY, INC.,
AND
THE OTHER SELLERS NAMED HEREIN**

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 14, 2013 (the "Execution Date"), is made by and among (i) Bayside School Specialty, LLC, a Delaware limited liability company ("Purchaser"), and (ii) School Specialty, Inc., a Wisconsin corporation ("SS") and each of its Subsidiaries listed on the signature pages of this Agreement (together with SS, each a "Seller" and collectively, "Sellers").

RECITALS

WHEREAS, on January 28, 2013, Purchaser and Sellers entered into an asset purchase agreement (the "Original Asset Purchase Agreement");

WHEREAS, this Agreement amends, restates, and supersedes, in its entirety, the Original Asset Purchase Agreement;

WHEREAS, on January 28, 2013 (the "Petition Date"), Sellers filed voluntary petitions for reorganization relief (the "Bankruptcy Cases") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code");

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Sellers, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Acquired Assets and the Assumed Liabilities as more specifically provided herein;

WHEREAS, the board of directors, board of managers or applicable governing body of each Seller has determined that it is advisable and in the best interests of their respective estates and the beneficiaries of such estates to consummate the transactions provided for herein pursuant to the Bidding Procedures Order and the Sale Order and has approved this Agreement; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers and Purchaser hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

"ABL Credit Agreements" means (a) the Debtor-In-Possession Credit Facility, dated as of January 31, 2013, by and among the borrowers and guarantors named therein, Wells Fargo Capital Finance, LLC, as agent, and the lenders party thereto from time to time, as amended from time to time (the "ABL DIP Credit Agreement") and (b) the Existing Loan Agreement (as defined in the ABL DIP Credit Agreement).

“ABL Credit Parties” means all Agents and all lenders party to the ABL Credit Agreements.

“Acquired Assets” are those assets described in Section 2.1.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Allocation Statement” has the meaning set forth in Section 3.2.

“Alternate Transaction” means a transaction or series of related transactions pursuant to which Sellers (a) accept a bid, other than that of Purchaser, as the highest or best offer in the Auction or (b) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization, or bankruptcy plan of reorganization or liquidation, or other similar transaction (by Sellers or otherwise), including a Court-approved stand-alone plan of reorganization or refinancing, all or substantially all of the Acquired Assets (or agrees to do any of the foregoing) to a party or parties other than Purchaser.

“Ancillary Agreement” means any agreement, document or instrument (other than this Agreement) that any Seller or Purchaser, as applicable, enters into or delivers in connection with the consummation of the transactions contemplated hereby.

“Assigned Contract” means any Purchased Contract, other than the Excluded Contracts.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement in substantially the form annexed hereto as Exhibit A evidencing the assignment to and assumption by Purchaser of all rights and obligations under the Assigned Contracts.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumed Plans” has the meaning set forth in Section 6.5(g).

“Assumption Order” means an order of the Bankruptcy Court authorizing the assumption or the assumption and assignment of a Contract pursuant to Section 365 of the Bankruptcy Code.

“Avoidance Action” means any claim, right or cause of action of Sellers arising under sections 544 through 553 of the Bankruptcy Code.

“Auction” means the auction for the sale of Sellers’ assets conducted by Sellers if, and only if, any Qualified Bid is received pursuant to the Bidding Procedures Order.

“Bankruptcy Cases” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bidding Procedures Order” means an order, in all material respects in the form of Exhibit C, issued by the Bankruptcy Court that, among other things, establishes procedures for an auction process to solicit competing bids and authorizes payment of the Expense Reimbursement in accordance with the terms and subject to the conditions in such order.

“Bill of Sale” means the Bill of Sale in all material respects in the form of Exhibit D conveying to Purchaser title to all of the Acquired Assets.

“Budget” means the Approved Budget as defined in the DIP Credit Agreement and as provided to the administrative agent pursuant to the DIP Credit Agreement and attached thereto as an exhibit.

“Business” means Sellers’ business of providing instructional solutions that address a broad spectrum of educational needs, including basic school supplies, supplemental learning products, classroom equipment and furniture, and standards-based curriculum solutions.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York are authorized by Law or other governmental action to close.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder.

“Claim” has the meaning ascribed by Bankruptcy Code § 101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Closing” has the meaning set forth in Section 10.1.

“Closing Date” has the meaning set forth in Section 10.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

“Contract” means any agreement, contract, lease, sublease, purchase order, arrangement, license, commitment or other binding arrangement or understanding, whether written or oral, and any amendments, modifications or supplements thereto, including, for the avoidance of doubt, any Real Property Lease and any customer agreement or contract.

“Contract & Cure Schedule” has the meaning set forth in Section 2.5(a).

“Contract Notice” has the meaning set forth in Section 2.5(c).

“Copyrights” means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, including copyrights in compilations, collective works and all content and information contained on any website and “mask works” (as defined under 17 U.S.C. § 901) and any registrations and applications for “mask works.”

“Credit Bid Amount” has the meaning set forth in Section 3.1(a).

“Cure Cost” means any amounts required by Section 365(b)(1) of the Bankruptcy Code under any applicable Designated Contract.

“Designated Contracts” means all Contracts set forth on the Contract & Cure Schedule.

“Designation Deadline” means 5:00 p.m., New York time, on the date that is 120 days after the Petition Date (or if such date is not a Business Day, the last Business Day immediately prior thereto), or such later date to which Purchaser and Sellers shall mutually agree and as the Bankruptcy Court may authorize.

“Designee” has the meaning set forth in Section 3.3.

“DIP Credit Agreement” means that certain Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated as of January 31, 2013 among School Specialty, Inc., Classroomdirect.Com, LLC, Delta Education, LLC, Sportime, LLC, Childcraft Education Corp., Bird-In-Hand Woodworks, Inc., Califone International, Inc., and Premier Agendas, Inc., as Borrowers, Select Agendas, Corp., Frey Scientific, Inc., and Sax Arts & Crafts, Inc., as Guarantors, the Lenders, as defined therein, and Bayside Finance, LLC, as Administrative Agent and as Collateral Agent.

“DIP Obligations” means all Indebtedness as of the Closing outstanding under the DIP Credit Agreement.

“DIP Orders” means the interim and final orders of the Bankruptcy Court approving Sellers’ entry into the DIP Credit Agreement.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (including design specifications, functional requirements, operating instructions, logic manuals and flow

charts), user documentation (including installation guides, user manuals, training materials, release notes and working papers), marketing documentation (including sales brochures, flyers, pamphlets, Internet Web pages and any Internet Web page content), cost and pricing information, business plans, quality control records and procedures, blueprints, accounting and tax files, customer files and documents (including credit information), personnel files for employees, supplier lists, records, literature and correspondence, including materials relating to inventories, services, marketing, advertising, promotional materials, documents evidencing or constituting Intellectual Property, and other similar materials to the extent related to, used in, or held for use in, the Business or the Acquired Assets, in each case whether or not in electronic form, whether or not physically located on any of the Leased Real Property or the Owned Real Property, but excluding (a) personnel files for Employees who are not hired by Purchaser as of the Closing Date (except records necessary for Purchaser to provide COBRA coverage if required by Law) and (b) any materials exclusively related to any Excluded Assets.

“Electronic Delivery” has the meaning set forth in Section 12.12.

“Employee” means any employee of Sellers as of the Closing Date.

“Employee Benefit Plans” has the meaning set forth in Section 4.11(a).

“Encumbrances” means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, pledge, levy, charge, encumbrance, option, right of first refusal, restriction (whether on transfer, disposition or otherwise), other similar agreement terms tending to limit any right or privilege of any Seller under any Contract, conditional sale contract, title retention contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment or binding obligation of any kind whatsoever, whether written or oral, or imposed by any Law, equity or otherwise.

“Environmental Laws” has the meaning set forth in Section 4.12.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliates” has the meaning set forth in Section 4.11(a).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” means (a) the Contracts set forth on Schedule 1.1(a) as updated pursuant to Section 2.5 and (b) Contracts relating to the Excluded Assets and the Excluded Liabilities.

“Excluded Environmental Liabilities” means any Liability or other investigatory, corrective or remedial obligation, whenever arising or occurring, arising under Environmental Laws with respect to Sellers, the Business, the Acquired Assets, the Facilities or the Leased Properties (including any arising from the on-site or off-site Release, threatened Release, treatment, storage, transportation, processing, disposal, or arrangement for disposal of Hazardous

Materials) whether or not constituting a breach of any representation or warranty herein and whether or not set forth on any schedule attached hereto, but only to the extent related to pre-Closing conditions.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Execution Date” has the meaning set forth in the Preamble.

“Expense Reimbursement” means the reasonable out-of-pocket costs, fees and expenses (including legal, financial advisory, accounting and other similar costs, fees and expenses) incurred by Purchaser or its Affiliates (other than Sellers) in connection with the negotiation, documentation and implementation of this Agreement and the transactions contemplated hereby and all proceedings incident thereto; provided, that under no circumstances shall the amount of the Expense Reimbursement exceed \$1,000,000 in the aggregate.

“Facilities” means all facilities owned or leased by the Sellers at which the Business is conducted including all Leased Real Property and Owned Real Property.

“FF&E” means all equipment, machinery, fixtures, furniture and other tangible property owned by Sellers (unless sold to any third party in the ordinary course of business and not in violation of this Agreement), located at any of the Facilities, stored in any offsite location or used, held for use or useful in the operation of the Business or the Acquired Assets (including all such property that is damaged), including all work in process, raw materials, inventory, stores and supplies, tools, finished products, spare parts, packaging and shipping containers, and other materials.

“Furnished Reports” has the meaning set forth in Section 4.14(a).

“GAAP” has the meaning set forth in Section 4.14(b).

“Governmental Authority” means any U.S. or foreign, federal, state or local, court, tribunal, governmental department, agency, board or commission, regulatory, taxing or supervisory authority, or other administrative, governmental or quasi-governmental body, subdivision or instrumentality.

“Hazardous Materials” shall mean (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a “hazardous substance,” “hazardous material,” or “hazardous waste” or “pollutant” or otherwise subject to regulation, investigation, control or remediation under any applicable Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Improvements” means, with respect to any Real Property, all buildings, fixtures, structures, systems, facilities, easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances and all other rights and benefits belonging, or in any way related, to such Real Property.

“Indebtedness” with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (a) any obligation of such Person incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (b) the face amount of all letters of credit issued for the account of such Person, (c) obligations of such Person secured by Liens or Encumbrances, (d) capitalized lease obligations of such Person, (e) all guarantees and similar obligations of such Person, (f) all accrued interest, fees and charges in respect of any indebtedness of such Person and (g) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness of such Person.

“Intellectual Property” means all rights of Sellers in and to: (a) Trademarks; (b) Patents; (c) Copyrights; (d) Software; (e) rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; (f) inventions (whether or not patentable), discoveries, improvements, know-how, formulae, methodologies, business methods, processes, technology, drawings, specifications and data, and applications, registrations or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; (g) Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; (h) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (j) any and all other intellectual property and proprietary rights; (k) all rights under agreements relating to the foregoing; (l) all books and records pertaining to the foregoing; (m) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing and (n) goodwill related to all of the foregoing.

“Interest” means “interest” as that term is used in Bankruptcy Code Section 363(f).

“Inventory” means all raw materials, work-in-process, inventory, supplies, finished goods and goods in transit, packaging materials and other consumables of Sellers, including inventory (i) in the possession of the Company or (ii) that is to be delivered by the vendor of such inventory to Sellers pursuant to an order made by or on behalf of Sellers prior to the Closing, but in each case excluding inventory, supplies, finished goods and goods in transit of the Company that are (x) damaged or otherwise designated as “return to vendor” or (y) designated to be sold as part of a bulk sale.

“IP Licenses” has the meaning set forth in Section 4.6(a)(xiii).

“IRS” means the U.S. Internal Revenue Service.

“Law” means any law, statute, ordinance, regulation, rule, code or rule of common law or otherwise of, or any order, judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

“Leased Real Property” means all Real Property leased, subleased or licensed by Sellers, as lessee, sublessee or licensee, all of which are identified on Schedule 4.7(a).

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

“License Agreements” has the meaning set forth in Section 4.8(b).

“Lien” has the meaning given to that term in the Bankruptcy Code.

“Material Adverse Effect” means a state of facts, event, change or effect with respect to the Business, the Acquired Assets or the Assumed Liabilities that results in or would reasonably be expected to result in a material adverse effect on the results of operations or condition (financial or otherwise) of the Sellers, the Acquired Assets and the Business, taken as a whole, but excludes any state of facts, event, change or effect relating to (a) changes or conditions affecting the industries in which Sellers operate generally; (b) changes in economic, regulatory or political conditions generally; (c) changes in financial, banking or securities markets; (d) changes in applicable Law or GAAP or interpretations thereof; (e) any act of war, terrorism or armed conflict; (f) the public announcement, pendency or completion of the transactions contemplated by this Agreement and (g) the filing of the Bankruptcy Cases and the effect thereof; provided, in each of clauses (a) through (e), that any such change does not have a disproportionate effect on the Acquired Assets and the Business taken as a whole.

“Material Contracts” has the meaning set forth in Section 4.6(b).

“Non-Assignable Contracts” has the meaning set forth in Section 2.5(f).

“Orders” means the Sale Order and the Bidding Procedures Order.

“Original Asset Purchase Agreement” has the meaning set forth in the Recitals.

“Owned Intellectual Property” has the meaning set forth in Section 4.8(d).

“Owned Real Property” has the meaning set forth in Section 4.7(a).

“Patents” means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

“Permits” means all certificates of occupancy or other certificates, permits, authorizations, filings, approvals and licenses possessed by Sellers, or through which Sellers have rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Acquired Assets.

“Permitted Lien” means: (a) Liens and Encumbrances for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of Sellers; (b) statutory liens of carriers, warehousemen, mechanics, repairmen, workmen, suppliers or materialmen imposed by Law and arising in the ordinary course of business that are not delinquent and that do not, individually or in the aggregate, materially affect the ownership, lease, value or use of the affected asset or of the Acquired Assets as a whole; (c) pledges or deposits in connection with workers’ compensation, unemployment insurance and other social-security Laws; (d) with respect to Real Property, any Lien or Encumbrance which a reputable title insurance company would be willing to omit as an exception, or affirmatively insure, in its title insurance policy for the applicable parcel of Real Property; (e) with respect to Real Property, any condition that may be shown by a current and accurate survey, or that would be apparent as part of a physical inspection, of the applicable parcel of Real Property, in each case which does not materially adversely interfere with the present use of the parcel of Real Property it affects; (f) Liens and Encumbrances that will be released prior to or as of Closing; (g) with respect to leased or licensed property (including the Leased Real Property), the terms and conditions of the lease or license applicable thereto to the extent constituting a Purchased Contract; (h) all defects, exceptions, restrictions, easements, rights-of-way and other similar encumbrances of record other than monetary encumbrances, judgments and monetary liens that in each case (1) would not in any case, individually or in the aggregate, reasonably be expected to materially and adversely impair the ownership or lease of nor materially and adversely detract from the value or use of the property subject thereto or (2) would not be reasonably expected to materially interfere with the ordinary conduct of the business of Sellers at the property subject thereto; (i) zoning, entitlement, building and other land use regulations and codes imposed by any Governmental Authority having jurisdiction over the Real Property, which are not violated by the current use, occupancy or operation of the Real Property; (j) any right, title or interest of a lessor, sublessor or licensor under any of the Real Property Leases; and (k) in the case of the Leased Real Property, any Lien or Encumbrance to which the fee simple interest (or any superior leasehold interest) is subject.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, sole proprietorship, unincorporated organization, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Potential Transaction” has the meaning set forth in Section 6.6.

“Pre-Petition Credit Agreement” means that certain Credit Agreement dated as of May 22, 2012 by and among the Sellers, the lenders party thereto, the guarantors defined therein and Bayside Finance, LLC, as Administrative Agent, Collateral Agent and lender, as amended or modified through the Execution Date.

“Pre-Petition Loan Documents” means the “Loan Documents” as defined in the Pre-Petition Credit Agreement, and all other documents referred to therein or delivered in connection therewith.

“Proceeding” has the meaning set forth in Section 2.4(a)(ix).

“Purchase Price” has the meaning set forth in Section 3.1(a).

“Purchased Contracts” has the meaning set forth in Section 2.1(e).

“Purchaser” has the meaning set forth in the Preamble and includes each Designee in accordance with Section 3.3.

“Purchaser Employees” means the Employees of Sellers who accept an offer of employment with Purchaser based on the initial terms and conditions set by Purchaser.

“Qualified Bid” means competing bids pre-qualified for the Auction in accordance with the Bidding Procedures Order.

“Real Property” means all of the Owned Real Property and the Leased Real Property, together with all buildings and Improvements thereon and all appurtenances and rights thereto.

“Real Property Leases” means all of Sellers’ right, title and interest in all leases, subleases, licenses, concessions and other agreements (written or oral) and all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold a leasehold or subleasehold estate in, or are granted a license or other right to use, the Leased Real Property.

“Related Person” means, with respect to any Person at any time of determination, all directors, officers, members, managers, stockholders, employees, controlling persons, Affiliates, agents, professionals, attorneys, accountants, lenders, investment bankers or representatives of any such Person.

“Release” shall have the meaning set forth in CERCLA.

“Sale Hearing” means the hearing to consider the entry of the Sale Order.

“Sale Motion” has the meaning set forth in Section 8.1.

“Sale Order” means an order, in all material respects in the form of Exhibit B, entered by the Bankruptcy Court, which Sale Order shall be acceptable to Purchaser.

“SEC Documents” has the meaning set forth in Section 4.14(a).

“Schedules” has the meaning set forth in Section 6.1(c).

“Seller” and “Sellers” have the meaning set forth in the Preamble.

“Sellers’ Knowledge” means the actual (and not constructive) knowledge of Michael Lavelle, David Vander Ploeg and Gerald Hughes, in each case, after due inquiry.

“Software” means any computer program, operating system, application, system, firmware or software of any nature, point-of-entry system, peripherals, and data whether operational, active, under development or design, nonoperational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, tests scripts, user manuals and other documentation therefor, whether in machine-readable form, virtual machine-readable form, programming language, modeling language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, and all databases necessary or appropriate in connection with the operation or use of any such computer program, operating system, application, system, firmware or software.

“SS” has the meaning set forth in the Preamble.

“Straddle Period Property Tax” has the meaning set forth in Section 7.1(d).

“Subsidiary” means, with respect to any Person: (a) any corporation of which more than 50% of the total voting power of all classes of the equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors is owned by such Person directly or through one or more other Subsidiaries of such Person and (b) any Person other than a corporation of which at least a majority of the equity interests (however designated) entitled (without regard to the occurrence of any contingency) to vote in the election of the governing body, partners, managers or others that will control the management of such entity is owned by such Person directly or through one or more other Subsidiaries of such Person.

“Surety Bonds” has the meaning set forth in Section 6.4(b).

“Tax” or “Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, whether payable by reason of contract, assumption, transferee liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law), which taxes shall include all net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, medicare, employment, excise, property, abandoned property, escheat, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, sales, use, transfer, real property transfer, recording, documentary, stamp, registration, stock transfer taxes and fees, unemployment, social security, workers’ compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“Tax Authority” means any Governmental Authority with responsibility for, and competent to impose, collect or administer, any form of Tax.

“Tax Return” means any report, return, information return, filing declaration, statement, or claim for refund, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed, distributed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Trademarks” means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

“Transfer Taxes” means all sales, use, value added, transfer, stamp, registration, documentary, excise, real property transfer or gains, or similar Taxes incurred as a result of the transactions contemplated by this Agreement.

“Treasury Regulation” means any of the regulations promulgated by the Department of the Treasury under the Code.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, as amended, or any similar applicable state or local Law.

1.2 Interpretation. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(a) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(b) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Any reference in this Agreement to \$ shall mean U.S. dollars.

(h) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF THE ACQUIRED ASSETS

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of Sellers' right, title and interest in, to and under the Acquired Assets, free and clear of all Liens, Claims, Interests or Encumbrances (other than Permitted Liens). "Acquired Assets" shall mean all of the, direct or indirect, right, title and interest of Sellers in and to the tangible and intangible assets, properties, rights, claims and Contracts (but excluding Excluded Assets) as of the Closing, including:

(a) all cash (including undeposited checks and uncleared checks), cash equivalents and short-term investments, including any cash collateral that is collateralizing any Surety Bonds;

(b) all accounts receivable, rebates, refunds (whether related to Taxes or otherwise) and other receivables of Sellers however evidenced;

(c) all Inventory of Sellers;

(d) all deposits (including, with respect to the Acquired Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), credits and prepaid charges and expenses of Sellers that relate to the Acquired Assets;

(e) all Contracts of Sellers that are assumed by and assigned to Purchaser pursuant to an Assumption Order on or prior to the Designation Deadline (the "Purchased Contracts"), together with all rights thereunder from and after the Closing Date, and any causes of action relating to past or present breaches of the Purchased Contracts;

(f) all of Sellers' interests in and to all Improvements located on the Leased Real Property subject to each Real Property Lease, any other appurtenances thereto, and all of Sellers' rights in respect thereof;

(g) all Owned Real Property together with all Improvements thereto and thereon;

(h) all FF&E;

(i) all Intellectual Property;

(j) all telephone and facsimile numbers and all email addresses;

(k) all Documents;

(l) all Permits;

(m) all rights, recoveries, refunds and rights of set-off against third parties;

(n) the capital stock or other equity interests of any Subsidiaries of Sellers that are not guarantors of the obligations under the Pre-Petition Credit Agreement and the LLC interests in Carson-Dellosa Publishing LLC held by SS;

(o) all rights under or arising out of all insurance policies relating to the Business or the Acquired Assets, unless non-assignable as a matter of Law;

(p) other than with respect to the Excluded Contracts, all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Purchaser Employees or agents of Sellers or with third parties (other than with Purchaser or any of its Affiliates under this Agreement or any Ancillary Agreements), including non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the Auction;

(q) all rights, claims or causes of action of Sellers or otherwise relating to the Business and the Acquired Assets, including all Avoidance Actions.

(r) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to Sellers or to the extent affecting any Acquired Assets other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(s) all interests of Sellers in, and all assets relating to, the Assumed Plans (if any);

(t) subject to Section 2.5(f), any asset that requires the consent of a third party to be transferred, assumed or assigned notwithstanding the provisions of Section 365 of the Bankruptcy Code, as to which such consent has not been obtained as of the Closing Date; upon receipt of such consent on or after the Closing Date and entry of an appropriate Assumption Order as provided in Section 2.5(f); and

(u) all goodwill and other intangible assets associated with the Business and the Acquired Assets.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. For all purposes of and under this Agreement, and as the same may be amended pursuant to Section 2.5, the term “Excluded Assets” shall mean:

(a) any asset of Sellers that otherwise would constitute an Acquired Asset but for the fact that it is conveyed, leased or otherwise disposed of, in the ordinary course of Sellers’ business prior to the Closing Date not in violation of this Agreement;

(b) the certificates of incorporation and articles of incorporation or, as applicable, formation, qualifications to conduct business as a foreign corporation or, as applicable, limited liability company, taxpayer and other identification numbers, seals, stock transfer books, blank stock certificates, corporate books and records of internal corporate or limited liability company proceedings, tax and accounting records, work papers and other records relating to the organization or maintenance of corporate or limited liability company existence of Sellers and any other records that Sellers are required by Law to retain; provided, however, that copies of the foregoing items shall be provided by Sellers to Purchaser following the Closing Date upon Purchaser’s request at Purchaser’s sole expense;

(c) the rights of Sellers under this Agreement and the Ancillary Agreements and all consideration payable or deliverable to Sellers under this Agreement, but excluding cash flows under any Assigned Contract;

(d) all rights and interests in connection with, and assets of, any Employee Benefit Plan other than the Assumed Plans;

(e) the capital stock or other equity interests of any Seller;

(f) all rights under or arising out of insurance policies that are non-assignable as a matter of Law;

(g) the assets listed on Schedule 2.2(g);

(h) all Excluded Contracts;

(i) all rights (including rights under insurance policies), claims or causes of action with respect to or arising in connection with Excluded Assets;

and

(j) all deposits (including, with respect to the Excluded Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers that relate exclusively to the Excluded Assets to the extent such deposits, prepaid charges or expenses are rightfully and legally offset against corresponding accounts payable of Sellers arising prior to the Petition Date.

2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge the following Liabilities (the “Assumed Liabilities”):

(a) all of Sellers’ Liabilities under the Assigned Contracts; provided, however, that Purchaser’s obligations with respect to monetary defaults under any Assigned Contract upon the assumption thereof by Purchaser shall be limited to Cure Costs, subject to the terms of Section 2.5;

(b) to the extent not already paid or included in the DIP Obligations, all ordinary course Liabilities with respect to the Acquired Assets (including ordinary course trade payables) arising after the Petition Date to the extent (i) relating to the conduct of the Business after the Petition Date through the Closing Date and (ii) set forth in the Budget; provided, however, under no circumstances shall Purchaser assume or be liable for any such Liabilities in excess of an amount to be determined by Purchaser in its sole discretion; and provided, further however, that such Liabilities shall specifically exclude any fees and expenses of any attorneys, financial advisors, consultants or other representatives of the Sellers or anyone else for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller or anyone else in connection with, resulting from or attributable to (A) the Bankruptcy Cases or the transactions contemplated by this Agreement or (B) in pursuing or supporting claims, objections, avoidance actions, or any other litigation against Purchaser;

(c) all Liabilities relating to the Assumed Plans, if any;

(d) all Liabilities for Transfer Taxes as provided in Section 7.1; and

(e) with the prior written consent of each ABL Credit Party, all Liabilities arising under the ABL Credit Agreements, if such Liabilities are not paid in full in cash as of Closing in the amount required under the ABL Credit Agreements.

2.4 Excluded Liabilities.

(a) Notwithstanding anything to the contrary in this Agreement or otherwise, Purchaser shall not assume or for any reason be deemed to have assumed or be liable for any Claims, Liens, Encumbrances, Interests or Liabilities of Sellers of any nature whatsoever, whether presently in existence or arising hereafter (other than the Assumed Liabilities), including, but not limited to, the following (collectively, the “Excluded Liabilities”):

(i) all Claims or Liabilities of Sellers that relate to any of the Excluded Assets (including under any Excluded Contracts);

(ii) the Excluded Environmental Liabilities (regardless of whether such Liabilities are technically Liabilities of any Seller);

(iii) any Liability relating to (A) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing, or (B) the ownership, possession, use, operation or sale or other disposition prior to the Closing of any Acquired Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing, with the Business);

(iv) any Liability relating to the Acquired Assets based on events or conditions occurring or existing prior to the Closing Date and connected with, arising out of or relating to: (A) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (B) compliance with any applicable Law relating to any of the foregoing; in each case except for any such Liability that may not be discharged by the Sale Order;

(v) all Claims or Liabilities of Sellers or for which Sellers or any Affiliate of any Seller could be liable relating to Taxes that are not expressly assumed by Purchaser under Schedule 2.3(d);

(vi) all Claims or Liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller in connection with, resulting from or attributable to the Bankruptcy Cases or the transactions contemplated by this Agreement or otherwise;

(vii) all Indebtedness of any Seller;

(viii) all Liabilities of Sellers related to the right to or issuance of any capital stock or other equity interest of any Seller, including any stock options or warrants;

(ix) all Liabilities of Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the ownership, lease or license of any properties or assets or any properties or assets previously used by Sellers or any predecessor of any Seller at any time, or other actions, omissions or events occurring prior to the Closing and which (A) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty or other similar authority or (B) relate to any and all Claims, disputes, demands, actions, Liabilities, damages, suits in equity or at Law, administrative, regulatory or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys' fees or causes of action of whatever kind or character ("Proceeding") against Sellers, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(x) any Liability arising out of any Proceeding commenced against Sellers or any predecessor of any Seller after the Closing and arising out of, or relating to, any occurrence or event happening prior to the Closing;

(xi) all Claims or Liabilities with respect to the Employees or former employees (or their representatives) of Sellers or any predecessor of any Seller based on any action or inaction occurring prior to and including on the Closing Date, including payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits (including COBRA), or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including any Liability pursuant to the WARN Act;

(xii) any Liability arising under any Employee Benefit Plan or any other employee benefit plan, policy, program, agreement or arrangement (other than an Assumed Plan) at any time maintained, sponsored or contributed to by Sellers or any ERISA Affiliate, or with respect to which Sellers or any ERISA Affiliate has any Liability including with respect to any underfunded pension Liability; provided, that for the avoidance of doubt, all Liabilities arising under the Assumed Plans shall be assumed by Purchaser pursuant to Section 2.3(c).

(xiii) any Liability arising out of or relating to services or products of Sellers to the extent performed, marketed, sold or distributed prior to the Closing;

(xiv) any Liability under any Excluded Contract;

(xv) any Liability under any employment, collective bargaining agreement, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Sellers, except if an Assumed Liability;

(xvi) any Liability arising out of or relating to any grievance by current or former employees of Sellers, whether or not the affected employees are hired by Purchaser;

(xvii) any Liability to any shareholder or other equity holder of any Seller, which Liability relates to such Person's capacity as a shareholder or other equity holder of a Seller;

(xviii) any Liability arising out of or resulting from non-compliance or alleged non-compliance with any Law, ordinance, regulation or treaty by Sellers;

(xix) any Liability for infringement or misappropriation of any Intellectual Property arising out of or relating to any conduct of any Seller or operation of the Business on or before the Closing;

(xx) any Liability of Sellers under this Agreement or any Ancillary Agreements;

(xxi) any Liability of Sellers related to all Indebtedness as of the Closing under the Pre-Petition Loan Documents;

(xxii) the Liabilities specifically identified and described on Schedule 2.4(a)(xxii); and

(xxiii) any other Liabilities of Sellers not expressly assumed by Purchaser pursuant to Section 2.3.

(b) The parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement shall not create an Assumed Liability or other Liability of Purchaser, except where such disclosed Liability has been expressly assumed by Purchaser as an Assumed Liability in accordance with the provisions of Section 2.3.

2.5 Real Property Lease and Contract Designation: Cure Costs.

(a) Contract and Cure Schedule. Within ten (10) days following the date hereof, SS shall deliver to Purchaser a schedule that contains a list of each Contract along with the Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "Contract & Cure Schedule"); provided, that if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "\$0.00". From the date the Contract & Cure Schedule is provided through (and including) the Designation Deadline, promptly following any changes to the information set forth on such Schedule (including any new Contracts included in the Acquired Assets to which a Seller becomes a party and any change in the Cure Cost of any such Contract), the Sellers shall provide Purchaser with a schedule that updates and corrects the Contract & Cure Schedule. Purchaser may, at any time and from time to time through (and including) the Designation Deadline as described below, include or exclude any Designated Contract from the Contract & Cure Schedule and require the Sellers to give notice to the counterparties to any such Designated Contracts of the Sellers' proposed assumption and assignment thereof to Purchaser or Purchaser's Designee and the amount of Cure Costs, as approved by Purchaser, associated with such Designated Contract. If any Designated Contract is added to (or excluded from) the Contract & Cure Schedule as permitted by this Section 2.5(a), then Purchaser and the Sellers shall make appropriate additions, deletions or other changes to any applicable Schedule to reflect such addition or exclusion.

(b) Designation. During the period from the date the Contract and Cure Schedule is provided through the Designation Deadline and pursuant to the terms of this Section 2.5, Purchaser may designate each Designated Contract as an Assigned Contract or an Excluded Contract. Sellers hereby appoint Purchaser as their agent-in-fact from and after the Closing Date for the sole purpose of allowing Purchaser to continue to operate under the Designated Contracts until such time as Purchaser either designates such Designated Contract as an Assigned Contract or an Excluded Contract.

(c) Contract Notice. At any time prior to the Designation Deadline, Purchaser shall have the right, which right may be exercised at any time and from time to time in Purchaser's sole and absolute discretion, to provide written notice to Sellers (each such notice, a "Contract Notice") of Purchaser's election to deem the Designated Contracts identified in the subject Contract Notice(s) an Assigned Contract and require Sellers to use reasonable best efforts, subject to entry of an Assumption Order by the Bankruptcy Court, to assume and assign such Designated Contracts to Purchaser or Purchaser's Designee. In any such Contract Notices,

Purchaser also may designate any Designated Contract as an Excluded Contract. Within fifteen (15) days following the date Purchaser delivers a Contract Notice to Sellers electing to deem a Designated Contract as an Assigned Contract, Sellers shall, at no additional cost or expense to Purchaser, take all requisite actions (including actions required under § 363 and/or 365 of the Bankruptcy Code, as applicable) to assume and assign such Designated Contracts to Purchaser or its Designee. Without limiting the generality of the foregoing, upon receipt of a Contract Notice electing to deem a Designated Contract as an Assigned Contract, Sellers shall use reasonable best efforts to obtain the entry of an Assumption Order by the Bankruptcy Court approving the assumption and assignment of such Designated Contracts to Purchaser or its Designee and fixing the Cure Costs relating to each of such Designated Contracts, provided, however, that if the Cure Costs to be fixed by the Bankruptcy Court for any Designated Contract in a proposed Assumption Order either are greater than the amount set forth in the Contract & Cure Schedule and are not consented to by Purchaser no later than the hearing before the Bankruptcy Court to consider the assumption and assignment of such Designated Contract, then Purchaser shall be permitted at such hearing to forthwith revoke its designation of any such Designated Contract as an Assigned Contract and thereupon such Designated Contract shall be deemed to be an Excluded Contract for all purposes of this Agreement. Promptly following the entry of an Assumption Order by the Bankruptcy Court, Purchaser shall and shall cause its Designees to assume from Sellers the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code and an Assignment and Assumption Agreement.

(d) Bankruptcy Court Matters. Sellers shall give written notice to Purchaser prior to the submission of any motion in their Bankruptcy Cases to assume or reject any Designated Contracts together with a copy of the proposed Assumption Order, and, without the prior written consent of Purchaser, Sellers shall not assume or reject any Designated Contracts. Sellers shall promptly reject any Designated Contract that (i) Purchaser has designated as an Excluded Contract pursuant to a Contract Notice, (ii) has been deemed to be an Excluded Contract pursuant to Section 2.5(b) above or (iii) any Designated Contract that Purchaser has not designated as an Assigned Contract by the Designation Deadline (all such Designated Contracts being deemed to be Excluded Contracts for purposes of this Agreement). Any Designated Contracts that are rejected subject to Bankruptcy Court approval or are the subject of a rejection motion at the Designation Deadline, after complying with the provisions of this Section 2.5 shall constitute Excluded Contracts. Purchaser shall not have any obligation or liability with respect to Excluded Contracts from and after the earliest of: (x) delivery of such a Contract Notice, (y) after such Designated Contract has been deemed to be an Excluded Contract pursuant to Section 2.5(b) above or (z) after the Designation Deadline, as applicable.

(e) Cure Costs; Adequate Assurance. To the extent that any Designated Contract requires the payment of Cure Costs in order to be assigned to Purchaser and assumed pursuant to Section 363 and 365 of the Bankruptcy Code, the Cure Costs related to such Designated Contract shall be paid by the Sellers to the extent of available cash on the Sellers' balance sheet. In the event that the aggregate amount of Cure Costs payable for all Assigned Contracts exceeds the amount of available cash on the Sellers' balance sheet, Purchaser or its Designees shall satisfy such excess Cure Costs. Purchaser shall not be required to make any payment of Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not an Assigned Contract. Purchaser will provide adequate assurance of future performance on

its behalf and on behalf of its Designees as required under the Bankruptcy Code, including Section 365(f)(2)(B) thereof. Purchaser and the Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under each Assigned Contract, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making Purchaser's and the Sellers' employees and representatives available to testify before the Bankruptcy Court, as necessary.

(f) Non-Assignable Contracts. To the extent that any Assigned Contract is not capable of being assigned under Section 365 of the Bankruptcy Code (or, if inapplicable, pursuant to other applicable Laws or the terms of such Contract) to Purchaser or a Designee without the consent of the other party thereto or any Person (including a Government Entity), and such consent has not been obtained (collectively, the "Non-Assignable Contracts"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such consent is obtained. Any payment to be made in order to obtain any consent required by the terms of any Non-Assignable Contract shall be the responsibility of Sellers to the extent of available cash on Sellers' balance sheet. In the event that the aggregate amount of consent fees payable for all Non-Assignable Contracts exceeds the amount of available cash on the Sellers' balance sheet, Purchaser or its Designees shall satisfy such excess consent fees. If, after giving effect to the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent is required but not obtained, the Sellers shall cooperate with Purchaser in any reasonable arrangement designed to provide for Purchaser the benefits and obligations of or under any such Non-Assignable Contract, including enforcement for the benefit of Purchaser of any and all rights of the Sellers against a third party thereto arising out of the breach or cancellation thereof by such third party. Any assignment to Purchaser of any Assigned Contract that shall, after giving effect to the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained. Any contract that would be an Assigned Contract but is not assigned in accordance with the terms of this Section 2.5(f) shall not be considered an "Assigned Contract" for purposes hereof unless and until such contract is assigned to Purchaser following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

ARTICLE 3 **CONSIDERATION**

3.1 Purchase Price.

(a) The purchase price (the "Purchase Price") for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Acquired Assets to Purchaser or its Designees shall consist of (i) an amount equal to \$95,000,000, which amount shall be payable in the form of a credit bid of an amount of the obligations then outstanding under the DIP Credit Agreement and the Pre-Petition Credit Agreement (such amount as may be increased pursuant to Section 3.1(b), the "Credit Bid Amount"); (ii) unless such obligations have been assumed by Purchaser pursuant to Section 2.3(e), an amount in cash allocated solely for the benefit of the ABL Credit Parties in order to cause the "payment in full"

of the Obligations under each of the ABL Credit Agreements (within the meaning of such phrase under the ABL Credit Agreements), including the Letter of Credit Collateralization (as defined in the ABL DIP Credit Agreement) and Payment in Full of ABL Priority Debt (as such term is used in the Existing Split Lien Intercreditor Agreement (as defined in the ABL DIP Credit Agreement) and the Split Lien Intercreditor Agreement (as defined in the ABL DIP Credit Agreement); and (iii) the assumption by Purchaser of the Assumed Liabilities.

(b) For the avoidance of doubt, at any time, and from time to time, during the Auction, Purchaser may increase the Purchase Price, including by increasing the Credit Bid Amount to the full amount then outstanding and owing under the DIP Credit Agreement and the Pre-Petition Credit Agreement and or paying additional cash consideration.

3.2 Allocation of Purchase Price. If the transaction contemplated by this Agreement is an “Applicable Asset Acquisition” as defined in Section 1060(c) of the Code, then by the Designation Deadline, Purchaser shall prepare and deliver to Sellers a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code (such statement, the “Allocation Statement”), and the Allocation Statement shall be finalized upon reasonable consultation with Sellers. Except as otherwise required by applicable Law, the parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 (and any supplements to such form) and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Sellers or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Sellers or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by applicable Law or pursuant to a “determination” under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article 2 of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 3.2; and (ii) neither party (nor any of their Affiliates) will take any position inconsistent with this Section 3.2 in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

3.3 Assignment to Subsidiaries of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a “Designee”) by providing written notice to SS and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Purchaser as follows:

4.1 Organization. Each Seller is duly organized, validly existing and in good standing under the Laws of its state of incorporation or formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which its business is currently being conducted. Except as a result of the commencement of the Bankruptcy Cases, each Seller is qualified to do business and is in good standing in all jurisdictions where it owns its properties and assets and conducts the Business.

4.2 Subsidiaries and Investments. Except as set forth in Schedule 4.2, Sellers do not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interest in any Person.

4.3 Authorization of Agreement. Subject to entry of the Sale Order and authorization as is required by the Bankruptcy Court:

(a) Each Seller has, or at the time of execution will have, all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Seller is or will become a party and to perform its obligations hereunder and thereunder;

(b) The execution, delivery and performance of this Agreement and each Ancillary Agreement to which a Seller is or will become a party and the consummation of the transactions contemplated hereby and thereby have been, or at the time of execution will be, duly authorized by all necessary action on the part of such Seller and no other proceedings (shareholder, member or otherwise) on the part of Sellers are necessary to authorize such execution, delivery and performance; and

(c) This Agreement and each Ancillary Agreement to which a Seller is or will become a party have been, or when executed will be, duly and validly executed and delivered by such Seller and (assuming the due authorization, execution and delivery by the other parties hereto or thereto) this Agreement and each Ancillary Agreement to which a Seller is or will become a party constitutes, or will constitute, when executed and delivered, such Seller's valid and binding obligation, enforceable against such Seller in accordance with its respective terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

4.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.4(a), subject to entry of the Bankruptcy Order, the execution, delivery and performance by each Seller of this Agreement and each Ancillary Agreement, the consummation of the transactions contemplated hereby and thereby, and compliance by each Seller with any of the provisions hereof or thereof do not, or will not at

the time of execution, result in the creation of any Lien or Encumbrance upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of:

(i) such Seller's certificates of incorporation, bylaws or comparable organizational documents of such Seller;

(ii) subject to entry of the Sale Order, any material Assigned Contract or Permit to which such Seller is a party or by which any of the Acquired Assets are bound;

(iii) subject to entry of the Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Acquired Assets; or

(iv) subject to entry of the Sale Order, any applicable Law.

(b) Subject to entry of the Sale Order, and except (i) for such authorizations, orders, declarations, filings and notices as may be required under the HSR Act and (ii) as set forth on Schedule 4.4(b), no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any Ancillary Agreement to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

4.5 Title to Acquired Assets. Except as set forth on Schedule 4.5, Sellers have good, and marketable title to, or a valid and marketable leasehold interest in, the Acquired Assets, and, subject to entry of the Sale Order, Purchaser will be vested, to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code, with good and marketable title to, and a valid and marketable leasehold interest in, the Acquired Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than Permitted Liens.

4.6 Contracts.

(a) Schedule 4.6 sets forth a complete list, as of the date hereof, of all Contracts to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets, meeting any of the descriptions set forth below:

(i) all reseller or distribution agreements with respect to which any Seller recognized cumulative revenue during the fiscal year ended April 28, 2012 in excess of \$100,000;

(ii) any Contract with any current customer of any Seller with respect to which such Seller recognized cumulative revenue during the twelve-month period ended December 31, 2012 in excess of \$100,000;

(iii) any Contract with any supplier of goods and/or services, including any personal property leases, with respect to which any Seller made cumulative expenditures during the twelve-month period ended December 31, 2012 greater than \$100,000;

(iv) any material Contract with any sole source suppliers, or any other material contract that licenses or otherwise authorizes any third party to design, manufacture, reproduce, develop or modify the products, services or technology of the Sellers;

(v) any material Contracts that contain provisions granting any exclusive rights, rights of first refusal, rights of first negotiation or similar rights to any Person;

(vi) any Contract limiting in any material respect the right of any Seller to engage in any line of business, compete with any Person in any line of business or the manner or locations in which any of them may engage;

(vii) any Contract with any officer of any Seller, any Contract with any employee of any Seller, any Contract that promises any payment or benefit to any officer of any Seller or any Contract that promises any payment or benefit to any employee of any Seller;

(viii) any Contract with any Affiliate of any Seller;

(ix) any evidence of Indebtedness in excess of \$100,000;

(x) any joint venture, partnership, cooperative arrangement or any other agreement involving a sharing of profits or development costs;

(xi) any material Contract or arrangement pursuant to which any Seller sells or licenses any product outside of the United States;

(xii) any Contract with respect to the discharge, storage or removal of effluent, waste or pollutants;

(xiii) except for licenses for third party commercially available Software that (A) is word processing, financial or other business software, or (B) has an individual acquisition cost or annual licensing fee of \$100,000 or less, any Contract pursuant to which (x) any Seller has been granted or otherwise receives any right to use third party Intellectual Property rights used by any Seller in the Business or (y) any Seller has granted a third party rights to use any Intellectual Property owned by any Seller; in each case of (x) and (y), with annual or one-time license fees in excess of \$100,000 (“IP Licenses”);

(xiv) any material power of attorney, proxy or similar instrument;

(xv) any Contract for the purchase, sale or license of any material assets of any Seller other than in the ordinary course of business or any Contract granting an option or preferential rights to purchase, sell or license any material assets of any Seller other than in the ordinary course of business;

(xvi) to the extent not otherwise set forth on Schedule 4.6, any Contract under which a Seller has continuing material indemnification obligations to any Person;

(xvii) any Contract relating to the acquisition by any Seller of a business or the equity interests of any other Person (whether or not completed) entered into within the last two (2) years;

(xviii) any other Contract (other than those excluded by an express exception from the descriptions set forth in the subsections above) which provides for payment or performance by either party thereto having an aggregate value of \$100,000 or more (unless terminable without payment or penalty on ninety (90) days (or less) notice);

(xix) any Real Property Leases; and

(xx) any agreement to enter into any of the foregoing.

(b) The foregoing are collectively referred to as the "Material Contracts." Purchaser shall receive or be provided access within seven (7) days after the Execution Date to true, correct and complete copies of such written Contracts and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement.

4.7 Real Property.

(a) Schedule 4.7(a) sets forth a list of each parcel of Real Property currently owned ("Owned Real Property"), leased, licensed or subleased by Sellers. Sellers shall deliver or make available to Purchaser within seven (7) days after the Execution Date true, correct and complete copies of the Real Property Leases in effect as of the Execution Date (including all amendments thereto, assignments and subleases in respect thereof) relating to the Leased Real Property. One or more Sellers owns and has good and marketable title to all of the Owned Real Property and has valid leasehold or subleasehold (or a valid license) interests in all of the Leased Real Property, in each case, free and clear of any and all Encumbrances (except for Permitted Liens and Encumbrances listed on Schedule 4.5). Except as would not have a Material Adverse Effect, each Real Property Lease to which any Seller is a party is valid and enforceable in accordance with its terms. Except as set forth on Schedule 4.7(a), (i) no Seller has received written notice that it is in default under any such Real Property Lease other than as has been cured or would be cured pursuant to this Agreement and the entry of the Sale Order, (ii) to Sellers' Knowledge, no circumstances exist which, with notice, the passage of time or both, would reasonably be expected to constitute a default by any Seller under any such Real Property Lease other than defaults that may be alleged to have occurred by a landlord under a Real Property Lease as a result of the initiation of the Bankruptcy Cases and (iii) to Sellers' Knowledge, no other party to any such Real Property Lease is in default thereunder.

(b) Except as set forth on Schedule 4.7(b), no Seller has received written notice of any pending condemnation proceeding with respect to any parcel of Real Property nor, to such Sellers' Knowledge, is there any threatened condemnation that would preclude or impair the use of any Real Property by Purchaser for the purposes for which it is currently used.

(c) Other than as set forth in any of the Real Property Leases and other than the right of Purchaser pursuant to this Agreement, there are no other options or rights of first offer or rights of first refusal or similar rights or options to purchase, lease or otherwise acquire any interest in any of the Owned Real Property or any of the leases or subleases relating to the Leased Real Property have been granted by any Seller to any Person (other than Purchaser) that are enforceable.

(d) Except as set forth on Schedule 4.7(d), no Seller has made or given any security deposit to or for the benefit of any landlord or sublandlord in respect of any Leased Real Property and none is required.

4.8 Intellectual Property.

(a) Schedule 4.8(a) sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Sellers; (ii) United States and non-United States Trademark registrations and Internet domain registrations, Trademark applications and material unregistered Trademarks owned by Sellers; and (iii) United States and non-United States Copyright and mask work registrations, Copyright applications and material unregistered Copyrights owned by Sellers.

(b) Schedule 4.8(b) sets forth a complete and accurate list of all (i) IP Licenses and (ii) Contracts to which Sellers are a party or otherwise bound restricting Sellers' rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Sellers have not licensed or sublicensed its rights in any Intellectual Property other than pursuant to the License Agreements.

(c) Sellers own or possess rights to use all Intellectual Property material to the conduct of the Business. All registrations with and applications to Governmental Authorities set forth on Schedule 4.8(a) are in full force and effect, have not, except in accordance with the ordinary course practices of Sellers, lapsed, expired or been abandoned, are not the subject of any opposition or other action challenging the ownership, validity or scope thereof filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry, court of law, or tribunal.

(d) Except as identified in the Contracts set forth in Schedule 4.8(b), to Sellers' Knowledge, no present or former employee, officer or director of Sellers, or agent, outside contractor or consultant of Sellers, holds any right, title or interest, directly or indirectly,

in whole or in part, in or to any Intellectual Property and necessary for the conduct of the Business. Other than with respect to copyrightable works Sellers hereby represent to be “works made for hire” within the meaning of Section 101 of the Copyright Act of 1976 owned by Sellers or as identified in the Contracts set forth in Schedule 4.8(b), Sellers have obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Sellers and necessary for the conduct of the Business (the “Owned Intellectual Property”), as consultants, as employees of consultants or otherwise, effective waivers of any and all ownership rights of such individuals in the Owned Intellectual Property and/or written assignments to Sellers of all rights with respect thereto.

(e) As of the date hereof, Sellers have not received any written notice and to Sellers’ Knowledge no verbal notice, that it is, or they are, currently in default (or with the giving of notice or lapse of time or both, would be in default) under any IP Licenses. Sellers have not received any written notice of any claim of invalidity of any Intellectual Property set forth on Schedule 4.8(a). Except as set forth on Schedule 4.8(e), to Sellers’ Knowledge, no material Intellectual Property rights of Sellers are being infringed by any other Person. Except as set forth on Schedule 4.8(e) or claims that have been resolved, Sellers have not received any written notice of any claim of infringement or conflict with any Intellectual Property right of others within the six (6) years prior to the date hereof.

(f) To Sellers’ Knowledge, no Software material to Sellers’ Business contains source code that requires as a condition of use, modification or distribution of such source code that such source code or other Intellectual Property incorporated into, derived from or distributed with such source code (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works, as that term is defined by U.S. copyright law; or (iii) be redistributed at no charge.

4.9 Taxes.

(a) All federal, state, foreign, county, local and other Tax Returns required to be filed by or on behalf of Sellers have been timely filed, or extensions of the time to file have been obtained, and when filed were true and correct in all material respects, and the taxes due and owing thereon were paid or adequately accrued, except to the extent contested in good faith by proper proceedings. True and complete copies of all Tax Returns filed by Sellers for each of its three (3) most recent fiscal years shall be delivered or made available to Purchaser within seven (7) days after the Execution Date. Sellers have duly withheld and paid all material Taxes required to have been withheld and paid relating to any employee, independent contractor, creditor, stockholder, or other third party, and all material Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed and distributed.

(b) Since October 27, 2012, Sellers have not incurred any material Taxes other than Taxes incurred in the ordinary course of business consistent in type and amount with past practices.

(c) The federal and state income Tax Returns of Sellers have been audited by the IRS and appropriate state Tax Authorities for the periods, as applicable, and to the extent set forth in Schedule 4.9(c), and to Sellers' Knowledge, Sellers have not received from the Internal Revenue Service or from the Tax Authorities of any state, county, local or other jurisdiction any notice of underpayment of Taxes or other deficiency which has not been paid nor any objection to any return or report filed by any Seller. There is no material dispute or claim concerning any Tax liability of any Seller either (i) claimed or raised by any Tax Authority in writing or (ii) as to which any Seller has knowledge based upon personal contact with any agent of such Tax Authority.

(d) There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Return or report of any Seller or the period of time within which any Tax Return of any Seller must be filed.

(e) No Seller has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in 897(c)(1)(A)(ii) of the Code. No Seller is a party to or bound by any tax allocation or sharing agreement. No Seller (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was one of Sellers) or (B) has any liability for the Taxes of any Person (other than any other Seller) under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract.

(f) During the last two (2) years, no Seller has (i) applied for any tax ruling with respect to non-income Taxes, (ii) entered into a closing agreement with any Tax Authority with respect to non-income Taxes, or (iii) been a party to any Tax allocation or Tax sharing agreement (other than with any other Seller).

(g) Except as described on Schedule 4.9(g), no Seller will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

(i) Change in method of accounting for a taxable period ending on or prior to the Closing Date;

(ii) "Closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) executed on or prior to the Closing Date;

(iii) Intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law);

(iv) Installment sale or open transaction disposition made on or prior to the Closing Date; or

(v) Prepaid amount received on or prior to the Closing Date.

(h) No Seller has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code in the two years prior to the date of this Agreement.

(i) No Seller has engaged in a “listed transaction”, within the meaning of Treasury Regulation §1.6011-4.

4.10 Collective Bargaining Agreements, Employment Agreements, etc.

(a) Schedule 4.10(a) lists (i) all union, collective bargaining or other employee association agreements (indicating duration and expiration date for each), and all other written agreements providing for any material salary, bonus, benefits, perquisites, severance, management fees or other compensation relating to service to be paid to any director, officer or employee of Sellers and (ii) fees paid to independent contractors of Sellers during the twelve-month period ended December 31, 2012.

(b) No Seller (i) and to Sellers’ Knowledge, no other party thereto, has breached or otherwise failed to comply in any material respect with any provision of any agreement set forth on Schedule 4.10(a), (ii) has employees organized as a bargaining unit or the like by any labor organization except as disclosed on Schedule 4.10(a), (iii) is, nor has it been, within the last two (2) years, subject to any unfair labor practice complaints before the National Labor Relations Board (except as set forth on Schedule 4.10(b)), (iv) is, nor has it been, within the last two (2) years subject to any activities or proceedings of any labor union (or representatives thereof) to organize any unorganized employees, and (v) is, nor has it been, within the last two (2) years subject to any strikes, organized slowdowns, work stoppages or lockouts and, to the best of Sellers’ Knowledge, no matter or occurrence referred to in subclauses (ii) through (v) is planned, pending or threatened, as applicable.

(c) Except as set forth on Schedule 4.10(c), no Seller is in violation, in any material respect, and no Seller has received within the last two (2) years written notice of any claim with respect to a material violation or alleged material violation, of any federal or state civil rights law, the Fair Labor Standards Act, as amended, the Age Discrimination in Employment Act, as amended, the National Labor Relations Act, as amended, the Occupational Safety and Health Act, as amended, the Americans with Disabilities Act, as amended, ERISA (with respect to any Employee Benefit Plan), or the Vocational Rehabilitation Act of 1973, as amended, any applicable state or local laws analogous to the federal laws listed above or any other employee protective law of any jurisdiction and, to the best of Sellers’ Knowledge, no claim referred to in this Section 4.10(c) is planned, pending or threatened.

(d) For each current Employee, Schedule 4.10(d) sets forth each such Employee’s name, title, date of hire, annualized compensation, bonus, commission, FLSA classification and union representation, if applicable.

4.11 Employee Benefit Plans.

(a) Schedule 4.11(a) lists all: (i) employee pension or welfare benefit plans (as defined in Section 3(2) and 3(1) of ERISA, respectively), (A) which are maintained or administered by any Seller; (B) to which any Seller contributes, or is legally obligated to contribute; or (C) under which any Seller has any liability including due to any Seller's relationship with any entity that along with such Seller is treated as a "single employer" under Section 414 of the Code ("ERISA Affiliates") and (ii) all other material plans or arrangements maintained by Sellers for the benefit of current or former employees, their beneficiaries or dependents (collectively, the "Employee Benefit Plans").

(b) Except as set forth on Schedule 4.11(b), no Seller currently contributes to any "multiemployer plan" within the meaning of Section 4201 of ERISA, and no Seller has incurred any withdrawal liability within the meaning of Section 4201 of ERISA with respect to any multiemployer plan which has not been satisfied.

(c) With respect to each Employee Benefit Plan, Sellers shall make available to Purchaser within seven (7) days after the Execution Date a true and correct copy of (i) the most recent annual report (Form 5500), if any, filed with the IRS or the United States Department of Labor, (ii) the plan document(s) and all amendments thereto, if any, and all summary plan descriptions, summaries of material modifications, and copies or samples of any material administrative documents for such Employee Benefit Plan, and (iii) each trust agreement, group annuity Contract and insurance policy, if any, relating to such Employee Benefit Plan. Each Employee Benefit Plan (A) has been administered in all material respects in accordance with its terms and (B) complies in all material respects in form with, and has been operated and administered in all material respects in accordance with, any and all applicable laws, including ERISA and the Code. Each Employee Benefit Plan and each trust (in each case including any amendments to such plans) that is intended to qualify under Section 401(a) and 501(a) of the Code is covered by a favorable determination or opinion letter from the IRS that remains in effect on the date hereof, and remains current with respect to any actual or legally required plan amendment for which the applicable remedial amendment period under IRS Revenue Procedure 2007-44 has expired.

(d) All contributions and premiums required by Law under any Employee Benefit Plan or by the terms of any Employee Benefit Plan or any agreement relating thereto have been timely made.

(e) With respect to the Employee Benefit Plans, individually and in the aggregate, to Sellers' Knowledge, no event has occurred that could subject any Seller or any of its ERISA Affiliates to any material liability under ERISA, the Code or any other applicable Law, including any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA and Section 4975(c) of the Code).

(f) There are no material Proceedings against any Employee Benefit Plan, the assets of any such plan or against Sellers, the plan administrator, or fiduciary of any Employee Benefit Plan with respect to the operation of any such plan (other than routine benefit claims),

and, to Sellers' Knowledge, there are no facts or circumstances which could form the basis for any such Proceedings. To Sellers' Knowledge, no Seller is in default with respect to any order, writ, judgment or decree of any court or governmental department, bureau, agency or instrumentality, with respect to any Employee Benefit Plan insofar as it relates to any current or former employee.

(g) Sellers have at all times complied with the requirements of COBRA and Schedule 4.11(g) lists all of the individuals covered under any health care plan of Sellers pursuant to COBRA and the date for each such individual when COBRA coverage began.

(h) Except as set forth on Schedule 4.11(h), Sellers have no obligations under any Employee Benefit Plan and/or any collective bargaining agreement to provide health or life insurance benefits to former employees (or their beneficiaries or dependents) for periods after termination of employment, except as specifically required by COBRA or any other applicable state or federal Law.

4.12 Environmental Matters. Except as set forth in Schedule 4.12 and except as would not reasonably be expected to result in a Material Adverse Effect, (a) the Acquired Assets are in compliance with all applicable Laws relating to pollution or the protection of the environment or human health and safety as it relates to Hazardous Materials ("Environmental Laws"); (b) Sellers have obtained and are in compliance with all material Permits that are required pursuant to Environmental Laws for the occupation of their facilities and the operation of the Business, and such Permits are in full force and effect; (c) no Seller has received written or oral notice of any Proceeding relating to or arising under Environmental Laws with respect to the Acquired Assets or the Business, nor to Sellers' Knowledge are any of the same being threatened against any Seller; (d) no Seller has received any written or oral notice or report regarding any actual or alleged violation of Environmental Law or any Liabilities, including any investigatory, remedial or corrective Liabilities, relating to any of them or their facilities arising under Environmental Laws; (e) no Seller has received any written or oral notice of, or entered into, any obligation, order, settlement, judgment, injunction, or decree involving outstanding requirements, including any investigatory, remedial or corrective Liabilities relating to or arising under Environmental Laws; (f) none of the following exists at any property or facility owned or leased by any Seller: (i) under or above-ground storage tanks, (ii) asbestos containing material in any form or condition, (iii) materials or equipment containing polychlorinated biphenyls, or (iv) landfills, surface impoundments, or disposal areas; (g) no Seller has Released any Hazardous Material, into the environment at, onto, or from any property owned or leased by any Seller (and no such property is contaminated by any such substance) which has resulted in or would reasonably be expected to result in Liability for response costs, corrective action costs, personal injury, property damage or natural resources damages, or Claims relating to any Environmental Law; and (h) the transactions contemplated hereby will not result in any Liabilities for site investigation or cleanup, or require the consent of any Person, pursuant to any Environmental Laws, including any so-called "transaction-triggered" or "responsible property transfer" requirements.

4.13 Insurance. Sellers maintain the insurance policies set forth on Schedule 4.13, which Schedule sets forth all insurance policies covering the property, assets, employees and operations of the Business (including policies providing property, casualty, liability and workers' compensation coverage). Such policies are in full force and effect. Sellers have paid all premiums on such policies due and payable prior to the Execution Date.

4.14 Financial Statements.

(a) Sellers have filed all forms, reports, statements, certifications and other documents (including all exhibits, amendments and supplements thereto) required to be filed by them with the SEC since January 1, 2011 (all such forms, reports, statements, certificates and other documents filed, since January 1, 2011 and prior to the date hereof, collectively, the “SEC Documents”), and Sellers have furnished all reports and other documents (including all exhibits, amendments and supplements thereto) required to be furnished by them with the SEC since January 1, 2011 (all such reports and other documents furnished, since January 1, 2011 and prior to the date hereof, collectively, the “Furnished Reports”). As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the SEC Documents or Furnished Reports. No executive officer of Sellers has failed to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act with respect to any SEC Documents. None of the Sellers nor any of their executive officers has received written notice from any Governmental Authority challenging or questioning the accuracy, completeness or manner of filing of the certifications required by the Sarbanes-Oxley Act and made by its principal executive officer and principal financial officer.

(b) Each of the audited consolidated financial statements included in or incorporated by reference into the SEC Documents (including any related notes and schedules) have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of SS and its Subsidiaries at the respective dates thereof and the results of operations, changes in equity and cash flows. Each of the unaudited condensed consolidated financial statements included in or incorporated by reference into the SEC Documents (including any related notes) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or may be permitted by the SEC under the Exchange Act) and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the results of their operations, changes in equity and cash flows for the periods indicated (subject to notes and normal period-end adjustments that will not be material in amount or effect).

4.15 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, any of Sellers in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, other than as set forth on Schedule 4.15, the fees and expenses of which Sellers shall bear, is or will be entitled to any brokerage or finder’s or similar fees or other commissions as a result of this Agreement or such transaction.

4.16 Affiliate Transactions. Except as disclosed in Schedule 4.16, no Affiliate of any Seller (other than any other Seller) (a) is a competitor, creditor, debtor, customer, distributor, supplier or vendor of any Seller, (b) is a party to any Material Contract with any Seller, (c) has any Proceeding against any Seller, (d) has a loan outstanding from any Seller or (e) owns any assets that are used in the Business.

4.17 Litigation; Proceedings. Except as set forth on Schedule 4.17, there is no claim, action, suit, Proceeding, complaint, charge, hearing, grievance or arbitration pending or, to Sellers' Knowledge, threatened against or related to the Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Business, pending or, to Sellers' Knowledge, threatened by or before any arbitrator or any Governmental Authority, which could reasonably be expected to result in a Material Adverse Effect, and none of the Acquired Assets is subject to any judgment, injunction, order, consent, or decree of any Governmental Authority or any settlement agreement with any Person, which could reasonably be expected to result in a Material Adverse Effect.

4.18 Compliance with Laws. Each Seller (i) is and at all times since January 1, 2011 has been in compliance with, is in compliance with and has operated the Business in compliance, in all material respects, with all applicable Laws and (ii) holds all material Permits, concessions, grants, licenses, easements, variances, exemptions, consents, orders, franchises, authorizations and approvals of all Governmental Authorities necessary for the lawful conduct of the Business (except where the absence of which would not reasonably be expected to have a Material Adverse Effect) and is in compliance with all of the foregoing in all material respects. Since January 1, 2011, no Seller has received any written notice or other written communication from any Governmental Authority or other Person (i) asserting any violation of, or failure to comply with, any requirement of any Permit or (ii) notifying a Seller of the non-renewal, revocation or withdrawal of any Permit in each of case (i) or (ii), which would reasonably be expected to result in a Material Adverse Effect.

4.19 Accounts Receivable. The accounts receivable reflected on the most recent audited financial statements in the SEC Documents and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Sellers involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Sellers not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. Additionally, the material accounts receivable reflected on the most recent audited financial statements in the SEC Document, subject to a reserve for bad debts shown in the most recent audited financial statements included in the SEC Documents, and the material accounts receivable arising after the date thereof, subject to a reserve for bad debts on the accounting records of the Business, are due within 90 days after billing. The reserve for bad debts shown on the most recent audited financial statements included in the SEC Documents or, with respect to accounts receivable arising after the date of such financial statements included in the SEC Documents, on the accounting records of the Business have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.20 Inventory. All Inventory of Sellers, whether or not reflected on the most recent audited financial statements included in the SEC Documents, consists of items of a quality useable or saleable in the ordinary course of business, for the purposes for which they are intended, subject to normal and customary allowances for damage and obsolescence and assuming sufficient market demand. Sellers do not hold any Inventory on consignment.

4.21 Warranties Are Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR OPERATIONS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Purchaser has, or at the time of execution will have, all necessary limited liability company power and authority to execute and deliver this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and the performance of Purchaser's obligations hereunder and thereunder have been, or at the time of execution will be, duly authorized by all necessary action by Purchaser. This Agreement and each Ancillary Agreement to which Purchaser is or will become a party have been, or at the time of execution will be, duly executed by Purchaser and constitute, or will constitute, when executed and delivered, Purchaser's valid and binding obligations, enforceable against it in accordance with their respective terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

5.3 No Conflict or Violation. The execution, delivery and performance by Purchaser of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party do not or will not at the time of execution (a) violate or conflict with any provision of the organizational documents of Purchaser, (b) violate any provision of applicable Law, or any order, writ, injunction, judgment or decree of any Governmental Authority applicable to Purchaser, or (c) violate or result in a breach of or constitute (with due notice or lapse of time, or both) an event of default or default under any Contract to which Purchaser is party or by which Purchaser is bound or to which any of Purchaser's properties or assets are subject.

5.4 Consents and Approvals. No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by Purchaser of this Agreement and each Ancillary Agreement to which Purchaser is or will become a party or the performance by Purchaser of its obligations hereunder or thereunder, except for applicable requirements under the HSR Act.

5.5 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, Purchaser in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement is or will be entitled to any brokerage or finder's or similar fees or other commissions as a result of this Agreement or such transaction.

5.6 Financial Whereewithal. Purchaser has, or at the time of Closing will have access to, all assets necessary to pay the Purchase Price pursuant to Section 3.1.

5.7 Litigation; Proceedings. As of the date hereof, there is no claim, action, suit, Proceeding, complaint, charge, hearing, grievance or arbitration pending or, to the Purchaser's knowledge, threatened against the Purchaser, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Purchaser pending or, to the Purchaser's knowledge, threatened by or before any arbitrator or any Governmental Authority, which could reasonably be expected to result in a material adverse effect on the Purchaser's ability to consummate the transactions contemplated hereby or would reasonably be expected to prevent, restrict or delay the consummation of the transactions contemplated in this Agreement or the Ancillary Agreements.

5.8 As Is Transaction. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 4 OF THIS AGREEMENT, THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OR THE BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT THE SELLERS HAVE NOT GIVEN, WILL NOT BE DEEMED TO HAVE GIVEN AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. ACCORDINGLY, PURCHASER SHALL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE 6
COVENANTS AND OTHER AGREEMENTS

6.1 Pre-Closing Covenants of Sellers. Sellers covenant to Purchaser that, during the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Agreement:

(a) Cooperation. Sellers shall use reasonable best efforts to obtain, and assist Purchaser in obtaining, at no cost to Purchaser (other than Cure Amounts payable at or after the Closing), such consents, waivers or approvals of any third party or Governmental Authority required for the consummation of the transactions contemplated hereby, including the sale and assignment of the Acquired Assets. Sellers shall take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all things necessary or appropriate, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby.

(b) Access to Records and Properties. Sellers shall (i) provide Purchaser and its Related Persons reasonable access, upon reasonable notice and during normal business hours, to the Facilities, offices and personnel of Sellers and to the books and records of Sellers, related to the Business or the Acquired Assets as reasonably requested by Purchaser if reasonably necessary to comply with the terms of this Agreement or the Ancillary Agreements or any applicable Law; (ii) furnish Purchaser with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Business as Purchaser shall reasonably request; and (iii) permit Purchaser to make such reasonable inspections and copies thereof as Purchaser may require; provided, however, that (A) any such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of Sellers or the duties of any Employee, (B) such access or information shall not, based on advice of counsel to the Sellers, result in the waiver of any attorney-client privilege and (C) neither Purchaser nor any of its Related Persons shall conduct or cause any invasive sampling or testing with respect to the Owned Real Property or the Leased Real Property without the prior written consent of Sellers (in their sole discretion).

(c) Notification of Certain Matters. The Sellers shall give written notice to the Purchaser promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Section 9.2 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date or (ii) any notice or other communication from (A) any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement or (B) any Governmental Authority in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 6.1(c) shall not limit or otherwise affect the remedies available hereunder to the Purchaser.

(d) Disclosure Schedules and Supplements.

(i) Sellers shall provide the disclosure schedules (the “Schedules”) to this Agreement within seven (7) days after the Execution Date. Purchaser shall provide any Schedules for which it is responsible to Sellers within five (5) days after receipt of the Schedules from Sellers.

(ii) Sellers shall notify Purchaser of, and shall supplement or amend the Schedules to this Agreement with respect to any matter that makes it necessary to correct any information in the Schedules to this Agreement or in any material representation, warranty or covenant of Sellers that has been rendered materially inaccurate thereby; provided, however, that the Sellers may not supplement or amend any Schedule which adds or deletes, directly or indirectly, any asset as an “Acquired Asset” or adds or deletes, directly or indirectly, any Liability as an “Assumed Liability.” Each such notification and supplementation, to the extent known, shall be made promptly after discovery thereof and no later than three (3) days before the date set for the Closing. The Schedules shall be deemed amended by all such supplements and amendments for all purposes (except for purposes of determining whether the conditions set forth in Section 9.2(a) of this Agreement have been satisfied), unless within ten (10) days from the receipt of such supplement or amendment Purchaser provides notice in good faith that the facts described in such supplement or amendment would reasonably be expected to have a Material Adverse Effect on the Acquired Assets or the Business.

(e) Conduct of Business Prior to Closing. From the Execution Date through the Closing Date or the earlier termination of this Agreement, except as expressly contemplated by this Agreement or with Purchaser’s prior written consent, and except for any limitations directly imposed on Sellers as a result of, and related to, their status as debtors-in-possession in the Bankruptcy Cases, and except to the extent expressly required or permitted under the DIP Credit Agreement, the Bankruptcy Code, other applicable Law or any ruling or order of the Bankruptcy Court:

(i) Sellers shall not take any action that would reasonably be expected to result in an Event of Default (as defined therein) under the DIP Credit Agreement;

(ii) Sellers shall not directly or indirectly sell or otherwise transfer, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer, any of the Acquired Assets other than (A) the sale of inventory in the ordinary course of business, (B) the use of cash collateral in accordance with the DIP Credit Agreement or the DIP Orders or (C) pursuant to any Alternate Transaction entered into in accordance with the Bidding Procedures Order and subsequently approved by the Bankruptcy Court;

(iii) Sellers shall not permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, Claim, Interest or Encumbrance, except for Permitted Liens, Liens granted in connection with the DIP Credit Agreement and Liens set forth on Schedule 4.5;

(iv) Sellers shall notify Purchaser promptly in writing of any Material Adverse Effect;

(v) Sellers shall not (1) increase the annual level of compensation payable or to become payable by Sellers to any of their directors or Employees, other than increases in the ordinary course of business to an Employee with a base salary of less than \$100,000 per year, (2) grant, or establish or modify any targets, goals, pools or similar provisions in respect of, any bonus, benefit or other direct or indirect compensation to or for any director or Employee, or increase the coverage or benefits available under any (or create any new) Employee Benefit Plan, or (3) enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to which any Seller is a party or involving a director or Employee of Sellers, except, in each case, as required by Law, or as required by any plans, programs or agreements existing on the Execution Date and disclosed on Schedule 4.10(a) or Schedule 4.11(a);

(vi) Sellers shall comply in all material respects with all Laws applicable to Sellers or having jurisdiction over the Business or any Acquired Asset;

(vii) Sellers shall not (1) enter into any Contract (other than in the ordinary course of business) that would constitute a Material Contract, if in effect on the Execution Date or (2) assume, amend, modify or terminate any Material Contract to which any Seller is a party or by which any Seller is bound and that is used in or related to the Business or the Acquired Assets (including any Assigned Contract), or fail to exercise any renewal right with respect to any Material Contract (including any Real Property Lease) that by its terms would otherwise expire;

(viii) Sellers shall not cancel or compromise any material debt or claim or waive or release any right of Sellers that constitutes an Acquired Asset;

(ix) Sellers shall not enter into any commitment for capital expenditures, except pursuant to the Budget;

(x) Sellers shall not assign, sublet, pledge, encumber, terminate (other than those Real Property Leases that will terminate by their terms), amend or modify in any manner any Real Property Lease or Owned Real Property;

(xi) Subject to the impact of the Bankruptcy Cases on the Business, Sellers shall use reasonable best efforts to (1) conduct the Business in substantially the same manner as conducted as of the Execution Date only in the ordinary course, (2) preserve the existing business organization and management of the Business intact, (3) keep available the services of the Employees, to the extent reasonably feasible, and (4) maintain the existing relations with customers, distributors, suppliers, creditors, business partners, employees and others having business dealings with the Business, to the extent reasonably feasible;

(xii) Sellers shall use best efforts to pay all accounts payable and collect all Accounts Receivable only in the ordinary course of business;

(xiii) Sellers shall at all times maintain all of the tangible Acquired Assets, used, held for use or useful in the conduct of the Business and keep the same in good repair, working order and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with past practice;

(xiv) Sellers file all material Tax Returns and pay or deposit all material Taxes on a timely basis and in accordance with past practice;

(xv) No Seller shall make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment relating to any Seller, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Seller, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax; and

(xvi) Sellers shall not take, or agree, commit or offer (in writing or otherwise) to take, any actions in violation of the foregoing.

6.2 Pre-Closing Covenants of Purchaser. Purchaser covenants to Sellers that, during the period from the Execution Date through and including the Closing or the earlier termination of this Agreement, Purchaser shall take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or appropriate, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby; provided that the foregoing shall not require Purchaser to participate as a bidder in the Auction.

6.3 Antitrust Notification. If required, Sellers and Purchaser shall use their reasonable best efforts to promptly obtain any clearance required under the HSR Act for the consummation of this Agreement and the transactions contemplated hereby and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, the United States Federal Trade Commission and the United States Department of Justice and shall comply promptly with any such inquiry or request. If required, the parties hereto commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, the expiration of the applicable HSR Act waiting period at the earliest practicable date. Said reasonable best efforts and cooperation include counsel's undertaking (i) to keep each other appropriately informed of communications from and to personnel of the reviewing antitrust authority, and (ii) to confer with each other regarding appropriate contacts with and response to personnel of said antitrust authority.

6.4 Transfer of Permits; Surety Bonds.

(a) Permits. Except for those Permits that are not transferable by Law, Sellers shall use reasonable best efforts to cause the issuance or transfer of all Permits included in the Acquired Assets to Purchaser on or before the Closing Date. Sellers shall give and make all notices and reports Sellers are required to make to the appropriate Governmental Authorities and other Persons with respect to the Permits that may be necessary for the sale of the Acquired Assets to Purchaser at the Closing.

(b) Surety Bond Obligations. Both prior to and after the Closing Date, Sellers shall use reasonable best efforts to (i) cooperate with Purchaser to cause the transfer, if practicable, by the issuers of the surety bonds, performance bonds and other instruments listed on Schedule 4.4(b) and any such surety bonds, performance bonds and other similar instruments entered into by Sellers between the Execution Date and the Closing Date (the “Surety Bonds”) for the benefit of Purchaser to support the beneficiaries of such Surety Bonds as customers or proposed customers of Purchaser after the Closing Date together with any existing letters of credit, security deposits and cash collateral securing or provided by the Sellers as credit support for the Surety Bonds, or (ii) cooperate with Purchaser to provide the beneficiaries of each Surety Bond with replacement or substitute surety bonds and to facilitate the transfer of any existing letters of credit, security deposits and cash collateral for the existing Surety Bonds to the issuer of such replacement or substitute surety bonds for the benefit of Purchaser.

6.5 Employment Covenants and Other Undertakings.

(a) Employment. Purchaser shall offer to employ, on such terms and conditions of employment as determined by Purchaser in its sole discretion, substantially all of the Employees of Sellers. Only Employees of Sellers who are offered and then accept such offer of employment with Purchaser will become a Purchaser Employee after the Closing. Notwithstanding the foregoing, nothing in this Agreement will, after the Closing Date, impose on Purchaser any obligation to retain any Purchaser Employee in its employment. Except as described in the remaining sentences of this Section 6.5, the employment of each such Purchaser Employee with Purchaser will commence immediately after the Closing. In the case of any individual who is offered employment by Purchaser and accepts such offer, but who is absent from active employment and receiving short-term disability or workers’ compensation benefits, the employment of any such individual with Purchaser would commence upon his or her return to active work, and such individual would become a Purchaser Employee as of such date. Purchaser Employees will be given full credit for years of service with any Seller for purposes of any employee benefit plan, program, policy or arrangement of Purchaser to the same extent and purpose as such service was taken into account by such Seller immediately prior to the Closing Date and credit Purchaser Employees for any earned or accrued paid time off.

(b) Other Obligations. Except as otherwise required by Law, specified in this Agreement, or otherwise agreed in writing by Purchaser or its Affiliates, neither Purchaser nor its Affiliates shall be obligated to provide any severance, separation pay, or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee’s employment on or before the Closing Date, and such benefits (if any) shall remain obligations of Sellers.

(c) Forms W-2 and W-4. Sellers and Purchaser shall adopt the “standard procedure” for preparing and filing IRS Forms W-2 (Wage and Tax Statements) and Forms W-4 (Employee’s Withholding Allowance Certificate) regarding the Purchaser Employees. Under this procedure established by Revenue Procedure 2004-53, Sellers (so long as they remain in existence) shall keep on file all IRS Forms W-4 provided by the Purchaser Employees for the period required by applicable Law concerning record retention and Purchasers will obtain new IRS Forms W-4 with respect to each Purchaser Employee.

(d) No Right to Continued Employment. Nothing contained in this Agreement shall confer upon any Purchaser Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Purchaser Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms or conditions of employment of the Purchaser Employees after the Closing.

(e) Employee Communications. Prior to making any written or oral communications to the Employees pertaining to their employment, termination, compensation, benefit or other terms and conditions of employment that are affected by the transactions contemplated by this Agreement, Sellers shall consult with Purchaser and provide Purchaser with a copy of the intended communication.

(f) Employee Benefit Plans. As of the Closing, all of the Purchaser Employees will cease participation in any of the Employee Benefit Plans that such Purchaser Employees participated in immediately prior to the Closing that are not Assumed Plans. In accordance with Treasury Regulation Section 54.4980B-9 Q&A-7, as of the Closing Date, Purchaser will assume all liability for providing and administering all required notices and benefits under Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA (usually referred to as “COBRA”) to all current and former employees of Sellers (including Purchaser Employees). Prior to the Closing Date, Sellers shall provide to Purchaser detailed information reasonably requested by Purchaser (including all pertinent information concerning individuals who have elected or continue to have a right to elect COBRA continuation coverage and/or any COBRA subsidy pursuant to the American Recovery and Reinvestment Act of 2009) sufficient to enable Purchaser to carry out its obligations under this Section 6.5(f). Sellers will have no COBRA Liability to such current and former employees after the Closing Date, except with respect to any violations of Law that occurred prior to the Closing Date.

(g) Assumed Plans. Purchaser shall notify Sellers in writing no later than two (2) Business Days prior to the Closing as to which Employee Benefit Plans Purchaser shall adopt and assume, if any (the “Assumed Plans”). With respect to each Assumed Plan, Purchaser or, any entity designated by Purchaser, will be substituted for the applicable Seller as the plan sponsor under any such Assumed Plan and Purchaser shall have all rights of such Seller thereunder, including full authority to maintain, amend or terminate any such Assumed Plan at any time, in Purchaser’s sole discretion. Sellers agree to cooperate with Purchaser in adopting and effectuating any plan amendments to the Assumed Plans reasonably requested by Purchaser, so long as such amendments are effective as of, or after, the Closing Date and are consistent with applicable Law and other agreements under which Sellers are obligated. The parties agree to cooperate in all respects and take any actions necessary to implement the assumption by Purchaser of the Assumed Plans. Before, or as soon as administratively practicable after, the

Closing, Sellers will provide Purchaser with (i) all records concerning participation, vesting, accrual of benefits, payment of benefits, and election forms of benefits under each Assumed Plan, and (ii) any other information reasonably requested by Purchaser as necessary or appropriate for the administration of each Assumed Plan, each subject to the provision of consent by any Purchaser Employee to the extent and in the manner required by Law. Purchaser will make all required filings or reports with or to the IRS, or any other governmental agency, and the participants and their beneficiaries with respect to each Assumed Plan on a timely basis for all plan years ending before, on or after the Closing Date or as may be required with respect to such Assumed Plan, provided the initial deadline for such filing or report is after the Closing Date. All parties recognize that a reasonable transition period may be necessary after the Closing Date and prior to Purchaser's implementation of its assumption of the Assumed Plans before full compliance with this Section 6.5 is achieved, during which some or all of the Purchaser Employees and other participants and beneficiaries of the Assumed Plans may not be able to (i) make (and Purchaser may not be able to process) elective deferral contributions, loan repayments, investment changes, distribution requests, benefit payment requests or reimbursement requests or (ii) exercise or enjoy other rights or features of the Assumed Plans, and that during such transition period Purchaser shall not be considered to be in violation of this Section 6.5. Notwithstanding the foregoing, Purchaser shall not assume or succeed to any of Sellers' past, current or future Liabilities (including any withdrawal liability, termination liability or mass withdrawal liability) with respect to any multiemployer plan to which any Seller or any ERISA Affiliate contributes or has ever contributed.

(h) Compliance with WARN Act. With respect to the Employees, Sellers will have full responsibility under the WARN Act caused by any action of Sellers. Sellers shall be responsible for all WARN Act Liabilities relating to the periods prior to and on the Closing Date, including any such Liabilities that result from Employees' separation of employment from Sellers and/or Employees not becoming Purchaser Employees pursuant to this Section 6.5.

(i) Successor Employer Status. Sellers shall provide Purchaser with all necessary records and documentation required by Purchaser as a "successor employer" within the meaning of Sections 3121 and 3306 of the Code.

6.6 Exclusivity. For the period beginning on the Execution Date until the date of the Bankruptcy Court's approval and entry of the Bidding Procedures Order, Sellers and their respective Affiliates and Related Persons shall not, directly or indirectly, (i) solicit, initiate discussions with or engage in negotiations with any Person (whether such negotiations are initiated by Sellers or otherwise), other than Purchaser and its Affiliates, relating to the acquisition of any of the Acquired Assets (other than sales of inventory and dispositions of assets, in each case in the ordinary course of business), whether by way of purchase of equity or assets or otherwise (a "Potential Transaction"); or (ii) enter into an agreement, letter of intent or similar document (whether or not binding) with any Person, other than Purchaser or its Affiliates, providing for or relating to any Potential Transaction. If Sellers or their respective Affiliates or Related Persons receive an inquiry, offer or proposal relating to any of the above (unsolicited or otherwise), Sellers shall immediately notify Purchaser in writing. Upon the execution and delivery of this Agreement, Sellers and their respective Affiliates and Related Persons shall immediately cease all discussions, negotiations and communications with all other Persons regarding any Potential Transaction until entry of the Bid Procedures Order.

6.7 Casualty. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) a material portion is damaged or destroyed by fire or other casualty, Sellers shall notify Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, Sellers shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire or other casualty, Sellers shall, at the option of Purchaser, either use any insurance proceeds to restore such damage or assign such insurance proceeds therefrom to the Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.7 shall not in any way modify the Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

6.8 Name Change. Within ten (10) days after the Closing Date, Sellers and their Subsidiaries shall take such corporate and other actions necessary to change their corporate and company names to ones that are not similar to, or confusing with, their current names, including any necessary filings required by applicable Law.

6.9 Release of Claims. At the Closing, Sellers shall provide a release of all rights, claims or causes of action of Sellers arising under Chapter 5 of the Bankruptcy Code.

6.10 Transition Services. The Parties shall cooperate with each other, and shall use their reasonable best efforts to cause their respective Related Persons to cooperate with each other, to provide an orderly transition of the Business from Sellers to Purchaser and to minimize the disruption to the Business resulting from the transactions contemplated hereby as requested by any Party, including facilitating the transition of the business relationship with Regents of the University of California acting on behalf of its Lawrence Hall of Science in respect of the FOSS contracts and other key partner/client relationships.

6.11 Alternate Transactions. Subject to Section 11.3, nothing in this Agreement shall restrict Sellers' right to pursue one or more Alternate Transactions, including marketing Sellers' assets or providing due diligence materials, solely to the extent permitted by the Bidding Procedures Order.

6.12 Post-Closing Access. On and after the Closing Date, upon reasonable advance notice, Purchaser will afford promptly to Sellers (and their successors and assigns) and their counsel, advisors and other agents reasonable access during normal business hours to Purchaser's properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, Claim or assessment, the reconciliation of Claims in the Bankruptcy Cases, to permit Sellers to determine any matter relating to its rights and obligations hereunder, or in connection with addressing any other issues arising in connection with or relating to the Bankruptcy Cases; provided, however, that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Purchaser;

provided, further, that, subject to applicable Law, Purchaser may destroy materials relating to the Purchased assets and Business after the two year anniversary of Closing provided that it gives written notice to Sellers, to the extent that Sellers are still in existence, with respect to its intent to do so and gives Sellers the opportunity to make copies of the same prior to destruction thereof.

6.13 Purchaser Financing Cooperation. From the Execution Date through and including the Closing or the earlier termination of this Agreement, Sellers shall use their reasonable best efforts to, and shall cause their officers, employees and other representatives to use their respective reasonable best efforts to assist Purchaser in obtaining any financing necessary to fund the Business after the Closing, including by taking the following actions: (i) make senior management, representatives and advisors of Sellers reasonably available for meetings and due diligence sessions with prospective financing sources, (ii) cooperate with prospective lenders, placement agents, initial purchasers and their respective advisors in performing their due diligence, and (iii) assist Purchaser in procuring credit agreements, hedging arrangements, notes, mortgages, pledge and security documents, landlord waivers, estoppels, consents, and approvals and other definitive financing documents or other requested certificates or documents (including solvency certificates to the extent required), it being understood that in no event shall Sellers be obligated or required to execute any such document. Nothing in this Section 6.13 shall require such cooperation from Sellers to the extent it would unreasonably interfere with the ongoing operations of Sellers.

ARTICLE 7

TAXES

7.1 Tax Matters.

(a) Purchaser and the Sellers agree that the Purchase Price is exclusive of any Transfer Taxes. Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the transactions contemplated by this Agreement.

(b) In the event that Sellers elect to file a plan of reorganization or liquidation in conjunction with the transactions contemplated by this Agreement, Purchaser and Sellers covenant and agree that they will use their reasonable best efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Sellers to Purchaser from any and all Transfer Taxes. To the extent the transactions contemplated by this Agreement or any portion of the transactions contemplated by this Agreement are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all Transfer Taxes in accordance with Section 7.1. Purchaser and Sellers shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under applicable Law.

(c) Purchaser and Sellers agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Sellers shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 7.1(c). Purchaser and Sellers shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Sellers shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the “Straddle Period Property Tax”) shall be prorated on a per diem basis between Purchaser and Sellers as of the Closing Date; provided, however, that Sellers shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Sellers and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 7.1(d) shall be shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 7.1(a) and 7.1(b).

7.2 Waiver of Bulk Sales Laws. To the greatest extent permitted by applicable Law, Purchaser and Sellers hereby waive compliance by Purchaser and Sellers with the terms of any bulk sales or similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Purchaser shall indemnify Sellers from and hold Sellers harmless from and against any Liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from or arising out of (i) the parties’ failure to comply with any such bulk sales Laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Sale Order shall exempt Sellers and Purchaser from compliance with any such Laws.

ARTICLE 8
BANKRUPTCY COURT MATTERS

8.1 Sale Motion. Sellers shall file with the Bankruptcy Court on the Petition Date, a motion or motions (the “Sale Motion”) seeking the Bankruptcy Court’s approval of the Bidding Procedures Order (which shall include a provision permitting payment of the Expense Reimbursement in accordance with this Agreement) and the Sale Order. Sellers shall affix or submit to the Court a true, correct and complete copy of this Agreement to the Sale Motion filed with the Bankruptcy Court. The Sale Motion shall request, among other things, (i) the scheduling of the date for the Auction to be commenced no later than March 25, 2013, and the date for the Sale Hearing to be not more than two (2) Business Days after the Auction, (ii) the entry of the Bidding Procedures Order attached as Exhibit C and (iii) the entry of the Sale Order attached as Exhibit B.

8.2 Sale Order. Sellers shall use reasonable best efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement and such Sale Order shall be in form and substance satisfactory to Purchaser in its sole discretion granting, among other things, that (i) such sale shall be, to the fullest extent permitted by the Bankruptcy Code, pursuant to Sections 105, 363(b) and 363(f) of the Bankruptcy Code, free and clear of all Claims, Liens and Liabilities, other than Permitted Liens and Assumed Liabilities; (ii) all Contracts required to be assumed by Sellers and assigned to Purchaser are so assumed and assigned free and clear of all Claims, Liens and Liabilities, other than Permitted Liens and Assumed Liabilities, to the fullest extent permitted by Section 365 of the Bankruptcy Code; (iii) Purchaser is deemed to have purchased the Acquired Assets in good faith pursuant to Section 363(m) of the Bankruptcy Code; and (iv) Sellers are authorized and directed to execute, upon request by Purchaser, one or more assignments in form, substance, and number reasonably acceptable to Purchaser, evidencing the conveyance of the Acquired Assets to Purchaser and/or its Designees.

8.3 Procedure. Subject to its obligations as a debtor-in-possession, Sellers shall promptly make any filings, take all actions and use reasonable best efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Sellers shall provide Purchaser with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement for Purchaser’s prior review and comment and shall cooperate with Purchaser to make reasonable changes. Sellers agree to diligently prosecute the entry of the Bidding Procedures Order and the Sale Order. In the event the entry of the Bidding Procedures Order or the Sale Order shall be appealed, Sellers shall use their reasonable best efforts to defend such appeal. Notwithstanding the foregoing, any resulting changes to this Agreement or any Ancillary Agreement or any resulting changes to the Orders shall be subject to Purchaser’s approval in its sole discretion.

8.4 Purchaser Protections. Sellers shall pay to Purchaser the Expense Reimbursement pursuant to the terms and conditions set forth in Section 11.3.

ARTICLE 9
CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES

9.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c) and Section 9.1(d)) may be waived by Sellers, in their sole discretion:

(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all respects as of such specific date), and the representations and warranties of Purchaser made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all material respects as of such specific date).

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which it is party that are to be performed by it at or before the Closing (except with respect to (i) the obligation to pay the Purchase Price in accordance with the terms of this Agreement (which shall be paid at the Closing) and (ii) any obligations qualified by a materiality standard, which obligations shall be performed in all respects as required under this Agreement).

(c) Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(d) No Violation of Orders. No preliminary or permanent injunction or other order of any Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(e) Bidding Procedures Order. The Bidding Procedures Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(f) Assumption and Assignment of Contracts. Subject to Section 2.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed and assigned to Purchaser by order of the Bankruptcy Court.

(g) HSR. To the extent applicable, all waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(h) Deliveries. Purchaser shall have made the deliveries referenced in Section 10.3.

9.2 Conditions Precedent to the Performance by Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c), Section 9.2(d) and Section 9.2(e), except as expressly provided therein) may be waived by Purchaser, in its sole discretion:

(a) Representations and Warranties of Sellers. The representations and warranties of Sellers made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all respects as of such specific date), and the representations and warranties of Sellers made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date (except for any such representation or warranty of Purchaser made as of a specific date, which shall be true and correct in all material respects as of such specific date).

(b) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which each of them is party that are to be performed by them at or before the Closing (except with respect to any obligations qualified by a materiality standard, which obligations shall be performed in all respects as required under this Agreement).

(c) DIP Orders. The DIP Orders shall be in full force and effect, shall not be the subject of a pending appeal and shall not have been stayed, vacated, modified or supplemented without the prior written consent of Purchaser.

(d) Bankruptcy Court Approval. The Sale Order shall have been entered in form and substance reasonably acceptable to Purchaser by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(e) No Violation of Orders. No preliminary or permanent injunction or other order of any Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(f) Bidding Procedures Order. The Bidding Procedures Order shall have been entered by the Bankruptcy Court, shall not have been modified, amended, rescinded or vacated in any respect and shall not be subject to a stay.

(g) Material Adverse Effect. There shall not have occurred a Material Adverse Effect.

(h) Assumption and Assignment of Contracts. Subject to Section 2.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed and assigned to Purchaser by order of the Bankruptcy Court reasonably satisfactory to Purchaser.

(i) HSR. To the extent applicable, all waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(j) Consents and Approvals. All consents and approvals listed on Schedule 9.2(j) or waivers thereof shall have been obtained.

(k) Deliveries. Sellers shall have made the deliveries referenced in Section 10.2.

ARTICLE 10
CLOSING AND DELIVERIES

10.1 Closing. The consummation and effectuation of the transactions contemplated hereby pursuant to the terms and conditions of this Agreement (the "Closing") shall be held two (2) Business Days after the date that all conditions to the parties' obligations to consummate the transactions contemplated herein have been satisfied (the "Closing Date") (except for closing conditions that by their terms can only be satisfied on the Closing Date) or, if applicable, waived by the appropriate party or parties, at 10:00 a.m., local time, at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or on such other date or at such other place and time as may be mutually agreed to in writing by the parties. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

10.2 Sellers' Deliveries. At the Closing:

(a) the sale, transfer, assignment, conveyance and delivery by Sellers of the Acquired Assets to Purchaser shall be effected by the execution and delivery by Sellers of (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement and (iii) such other Ancillary Agreements (including additional bills of sale, endorsements, assignments and other instruments of transfer and conveyance) as requested by Purchaser in form and substance reasonably satisfactory to Purchaser;

(b) Sellers shall deliver an officer's certificate, duly executed by an officer of Sellers, certifying the matters set forth in Section 9.2(a) and Section 9.2(b), in form and substance reasonably satisfactory to Purchaser;

(c) Each Seller shall deliver a non-foreign affidavit dated as of the Closing Date in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the Code so that Purchaser is exempt from withholding any portion of the Purchase Price;

(d) Sellers shall deliver a certified copy of the Sale Order; and

(e) duly executed special warranty deeds (or local equivalent) in customary form and substance reasonably satisfactory to Sellers and Purchaser conveying to Purchaser good and marketable fee title to the Owned Real Property free and clear of all Encumbrances other than Permitted Liens.

10.3 Purchaser's Deliveries. At the Closing,

(a) Purchaser shall pay the Purchase Price;

(b) Purchaser shall deliver an officer's certificate, duly executed by an officer of Purchaser, certifying the matters set forth in Section 9.1(a) and Section 9.1(b), in form and substance reasonably satisfactory to Sellers;

(c) Purchaser shall deliver a release whereby Purchaser and its Affiliates will release Sellers, its Affiliates and all present and former directors, officers, employees, agents and advisors (including legal counsel and financial advisors) of Sellers against any and all Claims, Liabilities, or other obligations arising prior to the Closing Date, in form and substance reasonably satisfactory to Sellers; and

(d) Purchaser shall execute and deliver to Sellers the Assignment and Assumption Agreement.

ARTICLE 11
TERMINATION

11.1 Conditions of Termination. This Agreement may be terminated only in accordance with this Section 11.1. This Agreement may be terminated at any time before the Closing as follows:

(a) by mutual written consent of SS and Purchaser;

(b) automatically and without any action or notice by either SS to Purchaser, or Purchaser to SS, immediately upon:

(i) the issuance of a final and nonappealable order, decree or ruling by a Governmental Authority to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets contemplated hereby;

(ii) the acceptance by Sellers of an Alternate Transaction if, and only if, Purchaser is not designated as the backup bidder at the completion of the Auction; or

(iii) the consummation of an Alternate Transaction.

(c) by Purchaser:

(i) if the Bankruptcy Court has not entered (a) an interim order with respect to the DIP Credit Agreement within three (3) business days of the Petition Date and (b) a final order with respect to the DIP Credit Agreement within twenty-five (25) days of the Petition Date, in each case, (x) which date Purchaser may waive or extend in its sole discretion and (y) in form and substance acceptable to Purchaser in its sole discretion;

(ii) if the Bidding Procedures Order shall not have been entered by February 15, 2013 (or such later date as Purchaser may have designated in writing to SS);

(iii) if the Auction has not commenced by March 25, 2013 (or such later date as Purchaser may have designated in writing to SS);

(iv) if the Bankruptcy Court has not entered the Sale Order by March 27, 2013 (or such later date as Purchaser may have designated in writing to SS);

(v) if there has been a material violation or breach by any Seller of any representation, warranty or covenant contained in this Agreement which (x) has rendered the satisfaction of any condition to the obligations of Purchaser impossible or is not curable or, if curable, has not been cured within ten (10) business days following receipt by Sellers of written notice of such breach from Purchaser, and (y) has not been waived by Purchaser; provided that Purchaser shall not have the right to terminate this Agreement under this Section 11.1(c)(v) if Purchaser is then in material breach of this Agreement;

(vi) if the Closing shall not have occurred by the fifteenth (15th) day after the entry of the Sale Order and such failure to close is not caused by or the result of Purchaser's breach of this Agreement;

(vii) if, prior to the Closing Date, Sellers' Bankruptcy Cases shall be converted into a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee is appointed in the Bankruptcy Cases;

(viii) if any Event of Default (as defined in the DIP Credit Agreement) shall have occurred, subject to any applicable cure period, or Purchaser's obligations under the DIP Credit Agreement are terminated;

(ix) if any consent or approval listed on Schedule 9.2(j) has not been obtained (or the receipt thereof has not been waived by Purchaser);

(x) if there shall be excluded from the Acquired Assets any Assigned Contract that is not assignable or transferable pursuant to the Bankruptcy Code or otherwise without the consent of any Person other than Sellers, to the extent that such consent shall not have been given prior to the Closing and the exclusion of such Assigned Contract would reasonably be expected to have a Material Adverse Effect; or

(xi) within five (5) Business Days after delivery thereof, if Purchaser is not satisfied, in its sole discretion, with any disclosure in the Schedules after delivery of the Schedules by Sellers in accordance with Section 6.1(d)(i).

(xii) if Sellers disclose, or Purchaser otherwise discovers, the existence of a Material Adverse Effect.

(d) by SS, if there has been a material violation or breach by Purchaser of any agreement or any representation or warranty contained in this Agreement which (A) has rendered the satisfaction of any condition to the obligations of Sellers impossible or is not curable or, if curable, has not been cured within ten (10) business days following receipt by Purchaser of written notice of such breach from Sellers, and (B) has not been waived by Sellers; provided that SS shall not have the right to terminate this Agreement under this Section 11.1(d) if Sellers are then in material breach of this Agreement.

11.2 Effect of Termination. In the event of termination pursuant to Section 11.1, this Agreement shall become null and void and have no effect and neither party shall have any Liability to the other (other than those provisions of Article 11 and Article 12 that expressly survive termination or obligations to be performed on or after the Closing), except that Purchaser or Sellers shall be liable to the other party for any damages suffered by such party on account of any prior material or willful breach hereof by Purchaser or Sellers, as applicable.

11.3 Expense Reimbursement.

(a) If this Agreement is terminated pursuant to any provision of Section 11.1 other than Section 11.1(d), then Purchaser shall be deemed to have earned the Expense Reimbursement. The Expense Reimbursement shall be paid in cash, without further order of the Bankruptcy Court, promptly following such termination.

(b) The parties acknowledge that the agreements contained in this Section 11.3 are an integral part of the transactions contemplated by this Agreement and that without these agreements neither Sellers nor Purchaser would enter into this Agreement.

(c) Payments pursuant to this Section 11.3 shall be an administrative expense priority obligation under Section 364(c)(1) of the Bankruptcy Code with priority over all expenses of the kind specified in Sections 503(b) and 507 of the Bankruptcy Code, subject to any super-priority claims of Sellers' post-petition lenders, and in all circumstances subject to the rights of the lenders under the ABL Credit Agreements, the Pre-Petition Credit Agreement and the DIP Credit Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 Survival. Except for the provisions of Article 12, no representations, warranties, covenants and agreements of Sellers and Purchaser made in this Agreement shall survive the Closing Date except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for obligations extending after the Closing. Sellers hereby acknowledge that the obligation to pay the Expense Reimbursement (to the extent due hereunder) shall survive the termination of this Agreement, and shall have administrative status against Sellers and their respective estates.

12.2 Further Assurances. At the request and the sole expense of the requesting party, Purchaser or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Purchaser or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements. Each party shall use reasonable best efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated hereby.

12.3 Successors and Assigns.

(a) In accordance with Section 3.3, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder.

(b) Sellers shall not assign this Agreement or any of their rights or obligations hereunder and any such assignment shall be void and of no effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto, including any trustee appointed in any of the Bankruptcy Cases or subsequent Chapter 7 cases and Sellers, if the Bankruptcy Cases are dismissed.

12.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Law thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York.

12.5 Expenses. Except as otherwise provided in this Agreement, each of the parties shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees and commissions or finder's fees, whether or not the transactions contemplated hereby are consummated. Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by Purchaser.

12.6 Severability. In the event that any part of this Agreement is declared by any Governmental Authority to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the Execution Date and (b) the date this Agreement was last amended.

12.7 Notices.

(a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given, if served via Federal Express or similar overnight courier or Express Mail service; (iii) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next Business Day; or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers: School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942
Attn: Michael P. Lavelle, CEO
Fax: (920) 882-5863

With a copy to (which shall not constitute notice): Paul, Weiss, Rifkind, Wharton & Garrison
LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Jeffrey Saferstein and Tarun Stewart
Fax: (212) 492-0347

If to Purchaser: c/o Bayside Finance, LLC
500 Boylston Street
13th Floor
Boston, MA 02116
Attn: Jackson Craig
Fax: (617) 262-1505

With a copy to (which shall not constitute notice): Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Michael S. Stamer and Stephen B. Kuhn
Fax: (212) 872-1002

(b) Any party may change its address or facsimile number for the purpose of this Section 12.7 by giving the other parties written notice of its new address in the manner set forth above.

12.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Purchaser and Sellers, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Entire Agreement. This Agreement and the Ancillary Agreements, including all schedules and exhibits hereto and thereto, contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

12.10 Sellers Disclosures. After notice to and consultation with Purchaser, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Purchaser in connection herewith to the Bankruptcy Court, the United States Trustee, parties in interest in the Bankruptcy Cases and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing shall not prevent Sellers from publishing the existence or terms of this Agreement (or the Agreement itself) as necessary in the Sale Motion or otherwise in connection with the Bankruptcy Cases.

12.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.12 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

12.13 Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

(b) THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

12.14 Third Party Beneficiaries. No provision of this Agreement (including Section 6.5) is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

12.15 Specific Performance. Sellers and Purchaser agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, Sellers and Purchaser shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at Law or in equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

PURCHASER:

BAYSIDE SCHOOL SPECIALTY, LLC

By: /s/ Richard Siegel

Name: Richard Siegel

Its: Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT]

SELLERS:

SCHOOL SPECIALTY, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: CFO and Treasurer

CLASSROOMDIRECT.COM, LLC

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

DELTA EDUCATION, LLC

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

SPORTIME, LLC

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

CHILDCRAFT EDUCATION CORP.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT]

SELLERS:

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

CALIFONE INTERNATIONAL, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

PREMIER AGENDAS, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

FREY SCIENTIFIC, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

SAX ARTS & CRAFTS, INC.

By: /s/ David N. Vander Ploeg

Name: David N. Vander Ploeg

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT]



DEBTOR-IN-POSSESSION CREDIT AGREEMENT
by and among
WELLS FARGO CAPITAL FINANCE, LLC

as Administrative Agent,

WELLS FARGO CAPITAL FINANCE, LLC and GENERAL ELECTRIC CAPITAL CORPORATION,

as Co-Collateral Agents,

WELLS FARGO CAPITAL FINANCE, LLC and GE CAPITAL MARKETS, INC.

as Co-Lead Arrangers and Joint Book Runners,

GENERAL ELECTRIC CAPITAL CORPORATION

as Syndication Agent,

THE LENDERS THAT ARE PARTIES HERETO

as the Lenders,

SCHOOL SPECIALTY, INC.
CLASSROOMDIRECT.COM, LLC
SPORTIME, LLC
DELTA EDUCATION, LLC
PREMIER AGENDAS, INC.
CHILDCRAFT EDUCATION CORP.
BIRD-IN-HAND WOODWORKS, INC.

and

CALIFONE INTERNATIONAL, INC.

as Borrowers

Dated as of January 31, 2013

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DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this “Agreement”), is entered into as of January 31, 2013, by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”, as that term is hereinafter further defined), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, and **GE CAPITAL MARKETS, INC.**, a Delaware corporation, as co-lead arrangers (in such capacities, together with their successors and assigns in such capacities, the “Co-Lead Arrangers”), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, and **GE CAPITAL MARKETS, INC.**, a Delaware corporation, as joint book runners (in such capacities, together with their successors and assigns in such capacities, the “Joint Book Runners”), **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as syndication agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Syndication Agent”), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in their respective capacities as co-collateral agents for the Lenders (in such capacities, together with their successors and assigns in such capacities, “Co-Collateral Agents”), **SCHOOL SPECIALTY, INC.**, a Wisconsin corporation (“Parent”), **CLASSROOMDIRECT.COM, LLC**, a Delaware limited liability company (“ClassroomDirect”), **SPORTIME, LLC**, a Delaware limited liability company (“Sportime”), **DELTA EDUCATION, LLC**, a Delaware limited liability company (“Delta Education”), **PREMIER AGENDAS, INC.**, a Washington corporation (“Premier Agendas”), **CHILDCRAFT EDUCATION CORP.**, a New York corporation (“Childcraft”), **BIRD-IN-HAND WOODWORKS, INC.**, a New Jersey corporation (“Bird-In-Hand”), and **CALIFONE INTERNATIONAL, INC.**, a Delaware corporation (“Califone”; Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft, Bird-In-Hand and Califone are collectively “Borrowers” and each a “Borrower”).

WHEREAS, on January 28, 2013 (the “Filing Date”), Borrowers and Guarantors (other than Select Agendas, Corp.) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Borrowers are continuing to operate their businesses and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Borrowers have requested that Lenders provide a secured revolving credit facility to Borrowers in order to (i) fund the continued operation of Borrowers’ businesses as debtor and debtor-in-possession under the Bankruptcy Code and (ii) repay in full the Existing Secured Obligations (as hereinafter defined); and

WHEREAS, the Lenders are willing to make available to Borrowers such postpetition loans, other extensions of credit and financial accommodations upon the terms and subject to the conditions set forth herein.

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings specified therefor on Schedule 1.1.

1.2. **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, that if Administrative Borrower notifies Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision (or if Agent notifies Administrative Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of the Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions prior to such Accounting Change and, until any such amendments have been agreed upon and agreed to by the Required Lenders, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. When used herein, the term “financial statements” shall include the notes and schedules thereto. Whenever the term “Parent” is used in respect of a financial covenant or a related definition, it shall be understood to mean Parent and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, (a) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards No. 159 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof, and (b) the term “unqualified opinion” as used herein to refer to opinions or reports provided by accountants shall mean an opinion or report that is (i) unqualified, and (ii) does not include any explanation, supplemental comment, or other comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit.

1.3. **Code.** Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern.

1.4. **Construction.** Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase

“and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any other Loan Document (including the Letter of Credit Fee and the Unused Line Fee) and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

1.5. **Time References.** Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Central standard time or Central daylight saving time, as in effect in Chicago, Illinois on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to and including”; provided that, with respect to a computation of fees or interest payable to Agent or any Lender, such period shall in any event consist of at least one full day.

1.6. **Schedules and Exhibits.** All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. LOANS AND TERMS OF PAYMENT.

2.1. Revolving Loans.

(a) Subject to the terms and conditions of this Agreement, and during the term of this Agreement, each Revolving Lender agrees (severally, not jointly or jointly and severally) to make revolving loans (“Revolving Loans”) to Borrowers in an amount at any one time outstanding not to exceed the lesser of:

- (i) such Lender’s Revolver Commitment, and
- (ii) such Lender’s Pro Rata Share of an amount equal to the lesser of:

(A) the amount equal to (1) the Maximum Revolver Amount less the Availability Reserve less (2) the sum of (y) the Letter of Credit Usage at such time, plus (z) the principal amount of Swing Loans outstanding at such time less (3) the amount of any Reinstated Existing Secured Obligations less (4) the Existing Secured Obligations then outstanding, and

(B) the amount equal to

(1) the Borrowing Base as of such date (based upon the most recent Borrowing Base Certificate delivered by Administrative Borrower to Co-Collateral Agents) less

(2) the sum of (x) the Letter of Credit Usage at such time, plus (y) the principal amount of Swing Loans outstanding at such time less

(3) the amount of any Reinstated Existing Secured Obligations less

(4) the amount of any Existing Secured Obligations then outstanding.

Notwithstanding the foregoing, (x) the aggregate Revolving Loans made during any week shall not exceed (i) for the first two weeks following the Filing Date, 115% of the aggregate uses of cash set forth for such week in the Budget, and (ii) for each full week thereafter, 110% of the aggregate uses of cash set forth for such week in the Budget, (y) the aggregate principal amount of the Revolving Loans at any time outstanding during any week shall not exceed the projected outstanding Revolving Loans set forth in the Budget for such week and (z) the Revolving Loans shall be used by Borrowers solely as set forth in Section 6.11.

(b) Amounts borrowed pursuant to this Section 2.1 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Maturity Date, the Required Prepayment Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(c) Anything to the contrary in this Section 2.1 notwithstanding, Co-Collateral Agents shall have the right (but not the obligation), in the exercise of their Permitted Discretion, to establish and increase or decrease or eliminate Receivable Reserves, Inventory Reserves, Bank Product Reserves, Reserves to address the results of any audit or appraisal performed by or on behalf of Co-Collateral Agents from time to time after the Closing Date, Reserves with respect to the Carveout, Reserves with respect to other potential costs and expenses pertaining to the Bankruptcy Cases, Reserves with respect to Other Statutory Liabilities and other Reserves against the Borrowing Base (or any component thereof) or the Maximum Revolver Amount. The amount of any such Reserve established by Co-Collateral Agents shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such reserve and shall not be duplicative of any other reserve established and currently maintained.

2.2. Intentionally Omitted.

2.3. Borrowing Procedures and Settlements.

(a) **Procedure for Borrowing Revolving Loans.** Each Borrowing shall be made by a written request by an Authorized Person delivered to Agent and received by Agent no later than 10:30 a.m. (i) on the Business Day that is the requested Funding Date in the case of a request for a Swing Loan, and (ii) on the Business Day that is 1 Business Day prior to the requested Funding Date in the case of all other requests, specifying (A) the amount of such Borrowing, and (B) the requested Funding Date (which shall be a Business Day); provided, that Agent may, in its sole discretion, elect to accept as timely requests that are received later than 10:30 a.m. on the applicable Business Day. At Agent's election, in lieu of delivering the above-described written request, any Authorized Person may give Agent telephonic notice of such request by the required time. In such circumstances, Borrowers agree that any such telephonic notice will be confirmed in writing within 24 hours of the giving of such telephonic notice, but the failure to provide such written confirmation shall not affect the validity of the request.

(b) **Making of Swing Loans.** In the case of a request for a Swing Loan and so long as the aggregate amount of Swing Loans made since the last Settlement Date, minus all payments or other amounts applied to Swing Loans since the last Settlement Date, plus the amount of the requested Swing Loan does not exceed \$20,000,000, and Swing Lender, in its sole discretion, agrees to make a Swing Loan, Swing Lender shall make a Revolving Loan (any such Revolving Loan made by Swing Lender pursuant to this Section 2.3(b) being referred to as a "Swing Loan" and all such Revolving Loans being referred to as "Swing Loans") available to Borrowers on the Funding Date applicable thereto by transferring immediately available funds in the amount of such requested Borrowing to the Designated Account. Each Swing Loan shall be deemed to be a Revolving Loan hereunder and shall be subject to all the terms and conditions (including Section 3) applicable to other Revolving Loans, except that all payments (including interest) on any Swing Loan shall be payable to Swing Lender solely for its own account. Subject to the provisions of Section 2.3(d)(ii), Swing Lender shall not make and shall not be obligated to make any Swing Loan if Swing Lender has actual knowledge that (i) one or more of

the applicable conditions precedent set forth in Section 3 (including, without limitation, the conditions precedent set forth in the final paragraph of Section 3.2 hereof) will not be satisfied on the requested Funding Date for the applicable Borrowing, or (ii) the requested Borrowing would exceed the Availability on such Funding Date. Swing Lender shall not otherwise be required to determine whether the applicable conditions precedent set forth in Section 3 have been satisfied on the Funding Date applicable thereto prior to making any Swing Loan. The Swing Loans shall be secured by Agent's Liens, constitute Revolving Loans and Obligations, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans.

(c) Making of Revolving Loans.

(i) In the event that Swing Lender is not obligated to make a Swing Loan, then after receipt of a request for a Borrowing pursuant to Section 2.3(a), Agent shall notify the Lenders by telecopy, telephone, email, or other electronic form of transmission, of the requested Borrowing; such notification to be sent on the Business Day that is 1 Business Day prior to the requested Funding Date. If Agent has notified the Lenders of a requested Borrowing on the Business Day that is 1 Business Day prior to the Funding Date, then each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, not later than 10:00 a.m. on the Business Day that is the requested Funding Date. After Agent's receipt of the proceeds of such Revolving Loans from the Lenders, Agent shall make the proceeds thereof available to Borrowers on the applicable Funding Date by transferring immediately available funds equal to such proceeds received by Agent to the Designated Account; provided, that, subject to the provisions of Section 2.3(d)(ii), no Lender shall have an obligation to make any Revolving Loan, if (1) one or more of the applicable conditions precedent set forth in Section 3 (including, without limitation, the conditions precedent set forth in the final paragraph of Section 3.2 hereof) will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived, or (2) the requested Borrowing would exceed the Availability on such Funding Date.

(ii) Unless Agent receives notice from a Lender prior to 9:30 a.m. on the Business Day that is the requested Funding Date relative to a requested Borrowing as to which Agent has notified the Lenders of a requested Borrowing that such Lender will not make available as and when required hereunder to Agent for the account of Borrowers the amount of that Lender's Pro Rata Share of the Borrowing, Agent may assume that each Lender has made or will make such amount available to Agent in immediately available funds on the Funding Date and Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrowers a corresponding amount. If, on the requested Funding Date, any Lender shall not have remitted the full amount that it is required to make available to Agent in immediately available funds and if Agent has made available to Borrowers such amount on the requested Funding Date, then such Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, no later than 10:00 a.m. on the Business Day that is the first Business Day after the requested Funding Date (in which case, the interest accrued on such Lender's portion of such Borrowing for the Funding Date shall be for Agent's separate account). If any Lender shall not remit the full amount that it is required to make available to Agent in immediately available funds as and when required hereby and if Agent has made available to Borrowers such amount, then that Lender

shall be obligated to immediately remit such amount to Agent, together with interest at the Defaulting Lender Rate for each day until the date on which such amount is so remitted. A notice submitted by Agent to any Lender with respect to amounts owing under this Section 2.3(c)(ii) shall be conclusive, absent manifest error. If the amount that a Lender is required to remit is made available to Agent, then such payment to Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Agent on the Business Day following the Funding Date, Agent will notify Administrative Borrower of such failure to fund and, upon demand by Agent, Borrowers shall pay such amount to Agent, together with interest thereon for each day elapsed since the date of such Borrowing, for Agent's Account, at a rate per annum equal to the interest rate applicable at the time to the Revolving Loans composing such Borrowing.

(d) Protective Advances and Optional Overadvances .

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iii), at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Section 3 are not satisfied, Agent hereby is authorized by Borrowers and the Lenders, from time to time (until such time as either Co-Collateral Agent shall revoke such authority), in Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrowers, on behalf of the Revolving Lenders, that Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, (2) to enhance the likelihood of repayment of the Obligations (other than the Bank Product Obligations) (the Revolving Loans described in this Section 2.3(d)(i) shall be referred to as "Protective Advances"), or (3) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement, including Lender Group Expenses and the costs, fees and expenses described in Section 9. Notwithstanding the foregoing, unless Required Lenders otherwise consent, the aggregate amount of all Protective Advances outstanding at any one time shall not exceed \$20,000,000.

(A) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iii), the Lenders hereby authorize Agent or Swing Lender, as applicable, and either Agent or Swing Lender, as applicable, may, but is not obligated to (until such time as either Co-Collateral Agent shall revoke such authority), knowingly and intentionally, continue to make Revolving Loans (including Swing Loans) to Borrowers notwithstanding that an Overadvance exists or would be created thereby, so long as (A) after giving effect to such Revolving Loans, the outstanding Revolver Usage does not, unless Required Lenders otherwise consent, exceed the Borrowing Base by more than \$20,000,000, and (B) after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Revolver Amount. In the event Agent obtains actual knowledge that the Revolver Usage exceeds the amounts permitted by the immediately foregoing provisions, regardless of the amount of, or reason for, such excess, Agent shall notify the Lenders as soon as practicable (and prior to making any (or any additional) intentional Overadvances (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) unless Agent determines that prior notice would result in imminent harm to the Collateral or its value, in which case Agent may make such Overadvances and

provide notice as promptly as practicable thereafter), and the Lenders with Revolver Commitments thereupon shall, together with Agent and Co-Collateral Agents, jointly determine the terms of arrangements that shall be implemented with Borrowers intended to reduce, within a reasonable time, the outstanding principal amount of the Revolving Loans to Borrowers to an amount permitted by the preceding sentence. In such circumstances, if any Lender with a Revolver Commitment objects to the proposed terms of reduction or repayment of any Overadvance, the terms of reduction or repayment thereof shall be implemented according to the determination of the Required Lenders. The foregoing provisions are meant for the benefit of the Lenders, Co-Collateral Agents and Agent and are not meant for the benefit of Borrowers, which shall continue to be bound by the provisions of Section 2.4(e)(1). Each Lender with a Revolver Commitment shall be obligated to make Revolving Loans in accordance with Section 2.3(c) in, or settle Overadvances made by Agent with Agent as provided in Section 2.3(e) (or Section 2.3(g), as applicable) for, the amount of such Lender's Pro Rata Share of any unintentional Overadvances by Agent reported to such Lender, any intentional Overadvances made as permitted under this Section 2.3(d)(ii), and any Overadvances resulting from the charging to the Loan Account of interest, fees, or Lender Group Expenses.

(ii) Each Protective Advance and each Overadvance (each, an "Extraordinary Advance") shall be deemed to be a Revolving Loan hereunder, except that no Extraordinary Advance shall be eligible to be a LIBOR Rate Loan and, prior to Settlement therefor, all payments on the Extraordinary Advances, including interest thereon, shall be payable to Agent solely for its own account. The Extraordinary Advances shall be repayable on demand, secured by Agent's Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans. The provisions of this Section 2.3(d) are for the exclusive benefit of Agent, Co-Collateral Agents, Swing Lender, and the Lenders and are not intended to benefit Borrowers (or any other Loan Party) in any way.

(iii) Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary: (A) unless Required Lenders otherwise consent no Extraordinary Advance may be made by Agent if such Extraordinary Advance would cause the aggregate principal amount of Extraordinary Advances outstanding to exceed an amount equal to 10% of the Maximum Revolver Amount; (B) no Protective Advance shall be permitted that causes the aggregate Revolver Usage to exceed the Maximum Revolver Amount; (C) no Lender shall be required to make any Revolving Loan (including reimbursement to Agent of any Extraordinary Advances) in excess of the amount of its Revolver Commitment; and (D) no Extraordinary Advance shall be made that causes the aggregate ABL Debt (as defined in the Split Lien Intercreditor Agreement) to exceed the ABL Cap (as defined in the Split Lien Intercreditor Agreement), without the written consent of each Lender.

(e) **Settlement.** It is agreed that each Lender's funded portion of the Revolving Loans is intended by the Lenders to equal, at all times, such Lender's Pro Rata Share of the outstanding Revolving Loans. Such agreement notwithstanding, Agent, Swing Lender, and the other Lenders agree (which agreement shall not be for the benefit of Borrowers) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among the Lenders as to the Revolving Loans (including the Swing Loans and the Extraordinary Advances) shall take place on a periodic basis in accordance with the following provisions:

(i) Agent shall request settlement (“Settlement”) with the Lenders on a weekly basis, or on a more frequent basis if so determined by Agent in its sole discretion (1) on behalf of Swing Lender, with respect to the outstanding Swing Loans, (2) for itself, with respect to the outstanding Extraordinary Advances, and (3) with respect to Loan Parties’ payments or other amounts received, as to each by notifying the Lenders by telecopy, telephone, or other similar form of transmission, of such requested Settlement, no later than 2:00 p.m. on the Business Day immediately prior to the date of such requested Settlement (the date of such requested Settlement being the “Settlement Date”). Such notice of a Settlement Date shall include a summary statement of the amount of outstanding Swing Loans, Extraordinary Advances and other Revolving Loans for the period since the prior Settlement Date. Subject to the terms and conditions contained herein (including Section 2.3(g)): (y) if the amount of the Revolving Loans (including Swing Loans, and Extraordinary Advances) made by a Lender that is not a Defaulting Lender exceeds such Lender’s Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, then Agent shall, by no later than 12:00 p.m. on the Settlement Date, transfer in immediately available funds to a Deposit Account of such Lender (as such Lender may designate), an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances), and (z) if the amount of the Revolving Loans (including Swing Loans, and Extraordinary Advances) made by a Lender is less than such Lender’s Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, such Lender shall no later than 12:00 p.m. on the Settlement Date transfer in immediately available funds to Agent’s Account, an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances). Such amounts made available to Agent under clause (z) of the immediately preceding sentence shall be applied against the amounts of the applicable Swing Loans or Extraordinary Advances, shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Agent by any Lender on the Settlement Date applicable thereto to the extent required by the terms hereof, Agent shall be entitled to recover for its account such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate.

(ii) In determining whether a Lender’s balance of the Revolving Loans (including Swing Loans and Extraordinary Advances) is less than, equal to, or greater than such Lender’s Pro Rata Share of the Revolving Loans as of a Settlement Date, Agent shall, as part of the relevant Settlement, apply to such balance the portion of payments actually received in good funds by Agent with respect to principal, interest, fees payable by Borrowers and allocable to the Lenders hereunder, and proceeds of Collateral.

(iii) Between Settlement Dates, Agent, to the extent Extraordinary Advances for the account of Agent or Swing Loans for the account of Swing Lender are outstanding, may pay over to Agent or Swing Lender, as applicable, any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to the Extraordinary Advances or Swing Loans. Between Settlement Dates, Agent, to the extent no Extraordinary Advances or Swing Loans are outstanding, may pay over to Swing Lender any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the

reduction of the Revolving Loans, for application to Swing Lender's Pro Rata Share of the Revolving Loans. If, as of any Settlement Date, payments or other amounts of Loan Parties received since the then immediately preceding Settlement Date have been applied to Swing Lender's Pro Rata Share of the Revolving Loans other than to Swing Loans, as provided for in the previous sentence, Swing Lender shall pay to Agent for the accounts of the Lenders, and Agent shall pay to the Lenders (other than a Defaulting Lender if Agent has implemented the provisions of Section 2.3(g)), to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each such Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, Swing Lender with respect to Swing Loans, Agent with respect to Extraordinary Advances, and each Lender with respect to the Revolving Loans other than Swing Loans and Extraordinary Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the daily amount of funds employed by Swing Lender, Agent, or the Lenders, as applicable.

(iv) Anything in this Section 2.3(e) to the contrary notwithstanding, in the event that a Lender is a Defaulting Lender, Agent shall be entitled to refrain from remitting settlement amounts to the Defaulting Lender and, instead, shall be entitled to elect to implement the provisions set forth in Section 2.3(g).

(f) **Notation.** Agent, as a non-fiduciary agent for Borrowers, shall maintain a register showing the principal amount of the Revolving Loans, owing to each Lender, including the Swing Loans owing to Swing Lender, and Extraordinary Advances owing to Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) Defaulting Lenders.

(i) Notwithstanding the provisions of Section 2.4(b)(ii), Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrowers to Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments (A) first, to Agent to the extent of any Extraordinary Advances that were made by Agent and that were required to be, but were not, paid by Defaulting Lender, (B) second, to Swing Lender to the extent of any Swing Loans that were made by Swing Lender and that were required to be, but were not, paid by the Defaulting Lender, (C) third, to Issuing Lender, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (D) fourth, to each Non-Defaulting Lender ratably in accordance with their Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Revolving Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (E) fifth, in Agent's sole discretion, to a suspense account maintained by Agent, the proceeds of which may be retained by Agent and may be made available to be re-advanced to or for the benefit of Borrowers (upon the request of Administrative Borrower and subject to the conditions set forth in Section 3.2) as if such Defaulting Lender had made its portion of Revolving Loans (or other funding obligations) hereunder, and (F) sixth, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (L) of Section 2.4(b)(ii). Subject to the

foregoing, Agent may hold and, in its discretion, prior to the occurrence and continuance of an Application Event, re-lend to Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Pro Rata Share in connection therewith) and for the purpose of calculating the fee payable under Section 2.10(b), such Defaulting Lender shall be deemed not to be a “Lender” and such Lender’s Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Section 14.1(a)(i) through (iii). The provisions of this Section 2.3(g) shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, Agent, Issuing Lender, and Borrowers shall have waived, in writing, the application of this Section 2.3(g) to such Defaulting Lender, or (z) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Agent pursuant to Section 2.3(g)(ii) shall be released to Borrowers). The operation of this Section 2.3(g) shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by Borrowers of their duties and obligations hereunder to Agent, Issuing Lender, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrowers, at their option, upon written notice to Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups’ or Borrowers’ rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 2.3(g) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(g) shall control and govern.

(ii) If any Swing Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(A) such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent (x) the sum of all Non-Defaulting Lenders' Revolving Loan Exposures plus such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure does not exceed the total of all Non-Defaulting Lenders' Revolver Commitments, (y) the sum of each Non-Defaulting Lenders' Revolving Loan Exposures plus its Pro Rata Share of such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure does not exceed such Non-Defaulting Lenders' Revolver Commitments, and (z) the conditions set forth in Section 3.2 are satisfied at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within one Business Day following notice by the Agent (x) first, prepay such Defaulting Lender's Swing Loan Exposure (after giving effect to any partial reallocation pursuant to clause (A) above) and (y) second, cash collateralize such Defaulting Lender's Letter of Credit Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Agent, for so long as such Letter of Credit Exposure is outstanding; provided, that Borrowers shall not be obligated to cash collateralize any Defaulting Lender's Letter of Credit Exposure if such Defaulting Lender is also the Issuing Lender;

(C) if Borrowers cash collateralizes any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to this Section 2.3(g)(ii), Borrowers shall not be required to pay any Letter of Credit Fees to Agent for the account of such Defaulting Lender pursuant to Section 2.6(b) with respect to such cash collateralized portion of such Defaulting Lender's Letter of Credit Exposure during the period such Letter of Credit Exposure is cash collateralized;

(D) to the extent the Letter of Credit Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.3(g)(ii), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.6(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Letter of Credit Exposure;

(E) to the extent any Defaulting Lender's Letter of Credit Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.3(g)(ii), then, without prejudice to any rights or remedies of the Issuing Lender or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.6(b) with respect to such portion of such Letter of Credit Exposure shall instead be payable to the Issuing Lender until such portion of such Defaulting Lender's Letter of Credit Exposure is cash collateralized or reallocated;

(F) so long as any Lender is a Defaulting Lender, the Swing Lender shall not be required to make any Swing Loan and the Issuing Lender shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Pro Rata Share of such Swing Loans or Letter of Credit cannot be reallocated pursuant to this Section 2.3(g)(ii) or (y) the Swing Lender or Issuing Lender, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Lender or Issuing Lender, as applicable, and Borrowers to eliminate the Swing Lender's or Issuing Lender's risk with respect to the Defaulting Lender's participation in Swing Loans or Letters of Credit; and

(G) Agent may release any cash collateral provided by Borrowers pursuant to this Section 2.3(g)(ii) to the Issuing Lender and the Issuing Lender may apply any such cash collateral to the payment of such Defaulting Lender's Pro Rata Share of any Letter of Credit Disbursement that is not reimbursed by Borrowers pursuant to Section 2.11(a).

(h) **Independent Obligations.** All Revolving Loans (other than Swing Loans, Protective Advances and, at Agent's election, Overadvances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loan (or other extension of credit) hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

2.4. **Payments; Reductions of Commitments; Prepayments.**

(a) **Payments by Borrowers.**

(i) Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 1:30 p.m. on the date specified herein. Any payment received by Agent later than 1:30 p.m. shall be deemed to have been received (unless Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(ii) Unless Agent receives notice from Administrative Borrower prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made (or will make) such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers do not make such payment in full to Agent on the date when due, each Lender severally shall repay to Agent on demand such amount distributed to such Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(b) **Apportionment and Application.**

(i) So long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all principal and interest payments received by Agent shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account or for the separate account of any Co-Collateral Agent or

for the separate account of Issuing Lender) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Commitment or Obligation to which a particular fee or expense relates. Subject to Section 2.4(b)(iv) and Section 2.4(e), all payments to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Loan Agreement, second, to reduce the balance of the Revolving Loans outstanding and, third, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(ii) At any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments remitted to Agent and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Loan Agreement,

(B) second, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent and Co-Collateral Agents under the Loan Documents, until paid in full,

(C) third, to pay any fees or premiums then due to Agent and Co-Collateral Agents under the Loan Documents until paid in full,

(D) fourth, to pay interest due in respect of all Protective Advances until paid in full,

(E) fifth, to pay the principal of all Protective Advances until paid in full,

(F) sixth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents, until paid in full,

(G) seventh, ratably, to pay any fees or premiums then due to any of the Lenders under the Loan Documents until paid in full,

(H) eighth, to pay interest accrued in respect of the Swing Loans until paid in full,

(I) ninth, to pay the principal of all Swing Loans until paid in full,

(J) tenth, ratably, to pay interest accrued in respect of the Revolving Loans until paid in full,

(K) eleventh, ratably

i. to pay the principal of all Revolving Loans until paid in full,

ii. to Agent, to be held by Agent, for the benefit of Issuing Lender (and for the ratable benefit of each of the Lenders that have an obligation to pay to Agent, for the account of Issuing Lender, a share of each Letter of Credit Disbursement), as cash collateral in an amount up to 110% of the Letter of Credit Usage (to the extent permitted by applicable law, such cash collateral shall be applied to the reimbursement of any Letter of Credit Disbursement as and when such disbursement occurs and, if a Letter of Credit expires undrawn, the cash collateral held by Agent in respect of such Letter of Credit shall, to the extent permitted by applicable law, be reapplied pursuant to this Section 2.4(b)(ii), beginning with tier (A) hereof),

iii. ratably, up to the aggregate amount (after taking into account any amounts previously paid pursuant to this clause iii. during the continuation of the applicable Application Event) of the most recently established Bank Product Reserve, which amount was established prior to the occurrence of, and not in contemplation of, the subject Application Event, to Agent for the ratable benefit of the Bank Product Providers (such ratable benefit to be determined based on the ratio of the Bank Product Reserve established for each Bank Product of a Bank Product Provider to the aggregate Bank Product Reserve established for all Bank Products provided by all Bank Product Providers), to be either (I) disbursed by Agent to the Bank Product Providers based upon amounts then certified by the applicable Bank Product Provider to Agent (in form and substance satisfactory to Agent) to be due and payable to such Bank Product Providers on account of Bank Product Obligations or (II) held by Agent as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(ii), beginning with tier (A) hereof,

(L) twelfth, ratably, to pay any other Obligations other than Obligations owed to Defaulting Lenders (including being paid, ratably, to the Bank Product Providers on account of all amounts then due and payable in respect of Bank Product Obligations, with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(ii), beginning with tier (A) hereof),

(M) thirteenth, ratably to pay any Obligations owed to Defaulting Lenders; and

(N) fourteenth, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iii) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive, subject to a Settlement delay as provided in Section 2.3(e).

(iv) In each instance, so long as no Application Event has occurred and is continuing, Section 2.4(b)(i) shall not apply to any payment made by Borrowers to Agent and specified by Borrowers to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(v) For purposes of Section 2.4(b)(ii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vi) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, if the conflict relates to the provisions of Section 2.3(g) and this Section 2.4, then the provisions of Section 2.3(g) shall control and govern, and if otherwise, then the terms and provisions of this Section 2.4 shall control and govern.

(c) **Reduction of Commitments.** The Revolver Commitments shall terminate on the earlier of the Maturity Date or the Required Prepayment Date. With not less than 5 Business Days written notice to Agent, Borrowers may reduce the Revolver Commitments, without premium or penalty, to an amount not less than the sum of (A) the Revolver Usage as of such date, plus (B) the principal amount of all Revolving Loans not yet made as to which a request has been given by Borrowers under Section 2.3(a), plus (C) the amount of all Letters of Credit not yet issued as to which a request has been given by Borrowers pursuant to Section 2.11(a). Each such reduction shall be in an amount which is not less than \$20,000,000 (unless the Revolver Commitments are being reduced to zero and the amount of the Revolver Commitments in effect immediately prior to such reduction are less than \$20,000,000), shall be made by providing not less than 5 Business Days prior written notice to Agent, and shall be irrevocable. Once reduced, the Revolver Commitments may not be increased. Each such reduction of the Revolver Commitments shall reduce the Revolver Commitments of each Lender proportionately in accordance with its ratable share thereof.

(d) **Optional Prepayments.** With not less than 5 Business Days written notice to Agent, Borrowers may prepay the principal of any Revolving Loan at any time in whole or in part but with any amounts due under Section 2.12(b)(ii).

(e) **Mandatory Prepayments.**

(i) **Borrowing Base.** If, at any time, (A) the Revolver Usage on such date exceeds (B) the Borrowing Base reflected in the Borrowing Base Certificate most recently delivered by Borrowers to Agent, then Borrowers shall immediately prepay the Obligations in accordance with Section 2.4(g) in an aggregate amount equal to the amount of such excess.

(ii) **Dispositions.** Upon receipt by any Loan Party of the Net Cash Proceeds of any voluntary or involuntary sale or disposition by such Loan Party of ABL Priority Collateral (or if the Indebtedness under the Split Lien Documents has been paid in full, in accordance with the Split Lien Intercreditor Agreement, the Collateral) (including casualty losses or condemnations but excluding sales or dispositions which qualify as Permitted Dispositions under clauses (b), (c), (d), or (f) of the definition of Permitted Dispositions), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(g) in an amount equal to 100% of such Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Person in connection with such sales or dispositions. Nothing contained in this Section 2.4(e)(ii) shall permit Parent or any of its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.

(iii) **Extraordinary Receipts.** Upon receipt by any Loan Party of any Extraordinary Receipts constituting ABL Priority Collateral (or if the Indebtedness under the Split Lien Documents has been paid in full, in accordance with the Split Lien Intercreditor Agreement, the Collateral), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(g) in an amount equal to 100% of such Extraordinary Receipts, net of any reasonable expenses incurred in collecting such Extraordinary Receipts.

(iv) **Indebtedness.** Within 1 Business Day of the date of incurrence by Parent or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(g) in an amount equal to 50% of the Net Cash Proceeds received by such Person in connection with such incurrence. The provisions of this Section 2.4(e)(iv) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms of this Agreement.

(v) **Equity.** Within 1 Business Day of the date of the issuance by Parent or any of its Subsidiaries of any Equity Interests (other than the issuance of Equity Interest by a Subsidiary of Parent to a Loan Party), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(g) in an amount equal to 50% of the Net Cash Proceeds received by such Person in connection with such issuance. The provisions of this Section 2.4(e)(v) shall not be deemed to be implied consent to any such issuance otherwise prohibited by the terms of this Agreement.

(vi) **Business Interruption Insurance.** Upon the receipt by Parent or any of its Subsidiaries of any proceeds of business interruption insurance, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(g) in an amount equal to 50% of the proceeds received by such Person in connection with such of business interruption insurance.

(vii) **Disgorgement.** In the event that the Lenders are required to repay or disgorge to Borrowers or any representatives of the Borrowers' estate (as agents, with derivative standing or otherwise) all or any portion of the Existing Secured Obligations authorized and directed to be repaid pursuant to the Financing Order, or any payment on account of the Existing Secured Obligations made to any Lender is rescinded for any reason whatsoever, including, but not limited to, as a result of any Avoidance Action, or any other action, suit, proceeding or claim brought under any other provision of any applicable Bankruptcy Code or any applicable state or provincial law, or any other similar provisions under any other state, federal or provincial statutory or common law (all such amounts being hereafter referred to as the "Avoided Payments"), then, in such event, Borrowers shall prepay the outstanding principal amount of the Revolving Loans in an amount equal to 100% of such Avoided Payments immediately upon receipt of the Avoided Payments by Borrowers or any representative of the Borrowers' estate.

(viii) **Financing Orders.** To the extent authorized by the Financing Orders, Borrowers shall prepay 100% of the Existing Secured Obligations outstanding at such time.

(f) **Letter of Credit Obligations.** In the event any Letters of Credit are outstanding at the time that the Revolver Commitments are terminated or Letters of Credit are required to be cash collateralized at any time pursuant to the terms of this Agreement, Borrowers shall deposit with Agent for the benefit of all Lenders cash in an amount equal to 110% of the aggregate outstanding obligations and Reimbursement Undertakings in connection with such Letters of Credit to be available to Agent to reimburse payments of drafts drawn under such Letters of Credit and pay any fees and expenses related thereto.

(g) **Application of Payments.** Each prepayment pursuant to Section 2.4(e) shall be applied in the manner set forth in Section 2.4(b)(ii). No prepayment under this Section 2.4(g) shall result in a permanent reduction of the Maximum Revolver Amount or the Revolver Commitments.

2.5. **Promise to Pay.** Borrowers agree to pay the Lender Group Expenses on the earlier of (a) the first day of the calendar month following the date on which the applicable Lender Group Expenses were first incurred or (b) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (b)). Borrowers promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date, the Required Prepayment Date or, if earlier, on the date on which the Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5 shall survive payment or satisfaction in full of all other Obligations.

2.6. **Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.**

(a) **Interest Rates.** Except as provided in Section 2.6(c), all Revolving Loans and all other Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest as follows:

- (i) if the relevant Obligation is a LIBOR Rate Loan, at a per annum rate equal to the LIBOR Rate plus the LIBOR Rate Margin, and
- (ii) otherwise, at a per annum rate equal to the Base Rate plus the Base Rate Margin.

(b) **Letter of Credit Fee.** Borrowers shall pay Agent (for the ratable benefit of the Revolving Lenders), a Letter of Credit fee (the “Letter of Credit Fee”) (which fee shall be in addition to the fees, charges, commissions, and costs set forth in Section 2.11(j)) that shall accrue at a per annum rate equal to the LIBOR Rate Margin times the undrawn amount of all outstanding Letters of Credit.

(c) **Default Rate.** Upon the occurrence and during the continuation of an Event of Default and at the election of Agent or the Required Lenders,

- (i) all Revolving Loans and all other Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest at a per annum rate equal to 3 percentage points above the per annum rate otherwise applicable thereunder, and
- (ii) the Letter of Credit Fee shall be increased to 3 percentage points above the per annum rate otherwise applicable hereunder.

(d) **Payment.** Except to the extent provided to the contrary in Section 2.10 or Section 2.12(a), (i) all interest, all Letter of Credit Fees, and all other fees payable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on the first day of each month, and (ii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all Lender Group Expenses shall be due and payable on the earlier of (x) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred or (y) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (y)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Revolving Loans hereunder, (B) on the first day of each month, all Letter of Credit Fees accrued or chargeable hereunder during the prior month, (C) on the first day of each month, the Unused Line Fee accrued during the prior month pursuant to Section 2.10(b), (D) as

and when incurred or accrued, all audit, appraisal, valuation, or other charges or fees payable hereunder, including pursuant to Section 2.10(a) and (c), (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) as and when incurred or accrued, all fees, charges, commissions, and costs provided for in Section 2.11(j), (G) as and when incurred or accrued, all other Lender Group Expenses, and (H) as and when due and payable all other payment obligations payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products). All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to the Loan Account shall thereupon constitute Revolving Loans hereunder, shall constitute Obligations hereunder, and shall initially accrue interest at the rate then applicable to Revolving Loans that are Base Rate Loans (unless and until converted into LIBOR Rate Loans in accordance with the terms of this Agreement).

(e) **Computation.** All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) **Intent to Limit Charges to Maximum Lawful Rate .** In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

2.7. **Crediting Payments.** The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8. **Designated Account.** Agent is authorized to make the Revolving Loans, and Issuing Lender is authorized to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person or, without instructions, if pursuant to Section 2.6(d). Borrowers agree to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Revolving Loans requested by Borrowers and made by Agent or the Lenders hereunder. Unless otherwise agreed by Agent and Borrowers, any Revolving Loan requested by Borrowers and made by Agent, Swing Lender or the Lenders hereunder shall be made to the Designated Account.

2.9. **Maintenance of Loan Account; Statements of Obligations.** Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with all Revolving Loans (including Extraordinary Advances and Swing Loans) made by Agent, Swing Lender, or the Lenders to Borrowers or for Borrowers' account, the Letters of Credit issued or arranged by Issuing Lender for Borrowers' account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrowers or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Account, including the principal amount the Revolving Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and the Lender Group unless, within 30 days after Agent first makes such a statement available to Borrowers, Borrowers shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10. **Fees.**

(a) **Agent Fee.** Borrowers shall pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the agent fee set forth in the Fee Letter.

(b) **Unused Line Fee.** Borrowers shall pay to Agent, for the ratable amount of the Revolving Lenders, on the first day of each month from and after the Closing Date up to the first day of the month prior to the date on which the Obligations are paid in full and on the date on which the Obligations are paid in full, an unused line fee (the "Unused Line Fee") in an amount equal to the Applicable Unused Line Fee Percentage per annum times the result of (i) the aggregate amount of the Revolver Commitments, less (ii) the average amount of the Revolver Usage during the immediately preceding month (or portion thereof).

(c) **Field Examination and Other Fees.** Borrowers shall pay to Agent or either Co-Collateral Agent, as applicable, field examination, appraisal, and valuation fees and charges, as and when incurred or chargeable, as follows (i) a fee of \$1,000 (or the then prevailing rate) per day, per examiner, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of Loan Parties performed by personnel employed by any Co-Collateral Agent, and (ii) the fees or charges paid or incurred by any Co-Collateral Agent (but, in any event, no less than a charge of \$1,000 per day, per Person, plus out-of-pocket expenses

(including travel, meals, and lodging)) if it elects to employ the services of one or more third Persons to perform field examinations of Parent or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, to perform financial audits or quality of earnings analyses of Borrowers or their Subsidiaries, or to assess Parent's or its Subsidiaries' business valuation.

(d) **Closing Fee.** Borrowers shall pay to Agent, for the ratable account of the Lenders, as and when due and payable under the terms of the Fee Letter, the closing fee set forth in the Fee Letter. In addition, Borrowers shall pay to Agent, for the ratable benefit of the Revolving Lenders, an incremental facility fee of \$500,000 fully earned upon the date hereof and payable hereunder upon the reduction of the Revolver Commitments substantially to zero or the early termination of the Revolver Commitments; provided, that, such fee shall be waived if the Existing Secured Obligations and the Obligations are paid in full with the proceeds of any sale of all or substantially all of the Loan Parties' assets pursuant to Section 363 of the Bankruptcy Code. For the avoidance of doubt, such fee shall not be waived if the Existing Secured Obligations and the Obligations are paid in full with proceeds from any other source, whether during the Bankruptcy Cases or under a plan of reorganization.

2.11. **Letters of Credit.**

(a) Subject to the terms and conditions of this Agreement, upon the request of Administrative Borrower made in accordance herewith, Issuing Lender agrees to issue, or to cause an Underlying Issuer (including, as Issuing Lender's agent) to issue, a requested Letter of Credit for the account of Borrowers. If Issuing Lender, at its option, elects to cause an Underlying Issuer to issue a requested Letter of Credit, then Issuing Lender agrees that it will enter into arrangements relative to the reimbursement of such Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Underlying Issuer with respect to such drawings under Letter of Credit; each such obligation or undertaking, irrespective of whether in writing, a "Reimbursement Undertaking") with respect to Letters of Credit issued by such Underlying Issuer for the account of Borrowers. By submitting a request to Issuing Lender for the issuance of a Letter of Credit, Borrowers shall be deemed to have requested that (i) Issuing Lender issue or (ii) an Underlying Issuer issue the requested Letter of Credit (and, in such case, to have requested Issuing Lender to issue a Reimbursement Undertaking with respect to such requested Letter of Credit). Each Borrower acknowledges and agrees that such Borrower is and shall be deemed to be an applicant (within the meaning of Section 5-102(a)(2) of the Code) with respect to each Underlying Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be made in writing by an Authorized Person and delivered to Issuing Lender via hand delivery, telefacsimile, or other electronic method of transmission reasonably in advance of the requested date of issuance, amendment, renewal, or extension. Each such request shall be in form and substance reasonably satisfactory to Issuing Lender and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall

be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Agent, Issuing Lender or Underlying Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing Lender or Underlying Issuer generally requests for Letters of Credit in similar circumstances. Anything contained herein to the contrary notwithstanding, Issuing Lender may, but shall not be obligated to, issue or cause the issuance of a Letter of Credit or to issue a Reimbursement Undertaking in respect of an Underlying Letter of Credit, in either case, that supports the obligations of Parent or its Subsidiaries in respect of (A) a lease of real property to the extent that the face amount of such Letter of Credit or the amount of such Reimbursement Undertaking exceeds the highest rent (including all rent-like charges) payable under such lease for a period of one year, or (B) an employment contract to the extent that the face amount of such Letter of Credit or the amount of such Reimbursement Undertaking exceeds the highest compensation payable under such contract for a period of one year.

(b) Issuing Lender shall have no obligation to issue a Letter of Credit or a Reimbursement Undertaking in respect of an Underlying Letter of Credit, in either case, if any of the following would result after giving effect to the requested issuance:

(i) the Letter of Credit Usage would exceed \$15,000,000, or

(ii) the Letter of Credit Usage would exceed the Maximum Revolver Amount less the Availability Reserve less the outstanding amount of Revolving Loans (including Swing Loans), or

(iii) the Letter of Credit Usage would exceed the Borrowing Base at such time less the outstanding principal balance of the Revolving Loans (inclusive of Swing Loans) at such time.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the Issuing Lender shall not be required to issue or arrange for such Letter of Credit to the extent (x) the Defaulting Lender's Letter of Credit Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 2.3(g)(ii) or (y) the Issuing Lender has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate the Issuing Lender's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with Section 2.3(g)(ii). Additionally, Issuing Lender shall have no obligation to issue a Letter of Credit or a Reimbursement Undertaking in respect of an Underlying Letter of Credit, in either case, if (I) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Issuing Lender from issuing such Letter of Credit or Reimbursement Undertaking or Underlying Issuer from issuing such Letter of Credit, or any law applicable to Issuing Lender or Underlying Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Lender or Underlying Issuer shall prohibit or request that Issuing Lender or Underlying Issuer refrain from the issuance of letters of credit generally or such Letter of Credit or Reimbursement Undertaking (as applicable) in particular, or (II) the issuance of such Letter of Credit would violate one or more policies of Issuing Lender or Underlying Issuer applicable to letters of credit generally.

(d) Any Issuing Lender (other than Wells Fargo or any of its Affiliates) shall notify Agent in writing no later than the Business Day immediately following the Business Day on which such Issuing Lender issued any Letter of Credit; provided that (y) until Agent advises any such Issuing Lender that the provisions of Section 3.2 are not satisfied, or (z) the aggregate amount of the Letters of Credit issued in any such week exceeds such amount as shall be agreed by Agent and such Issuing Lender, such Issuing Lender shall be required to so notify Agent in writing only once each week of the Letters of Credit issued by such Issuing Lender during the immediately preceding week as well as the daily amounts outstanding for the prior week, such notice to be furnished on such day of the week as Agent and such Issuing Lender may agree. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing Lender, including the requirement that the amounts payable thereunder must be payable in Dollars. If Issuing Lender makes a payment under a Letter of Credit or an Underlying Issuer makes a payment under an Underlying Letter of Credit, Borrowers shall pay to Agent an amount equal to the applicable Letter of Credit Disbursement on the date such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to Revolving Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Issuing Lender shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by Agent of any payment from Borrowers pursuant to this paragraph, Agent shall distribute such payment to Issuing Lender or, to the extent that Lenders have made payments pursuant to Section 2.11(b) to reimburse Issuing Lender, then to such Lenders and Issuing Lender as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.11(a), each Revolving Lender agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to Section 2.11(a) on the same terms and conditions as if Borrowers had requested the amount thereof as a Revolving Loan and Agent shall promptly pay to Issuing Lender the amounts so received by it from the Lenders. By the issuance of a Letter of Credit or a Reimbursement Undertaking (or an amendment, renewal, or extension of a Letter of Credit or a Reimbursement Undertaking) and without any further action on the part of Issuing Lender or the Revolving Lenders, Issuing Lender shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by Issuing Lender and each Reimbursement Undertaking, in an amount equal to its Pro Rata Share of such Letter of Credit or Reimbursement Undertaking, and each such Lender agrees to pay to Agent, for the account of Issuing Lender, such Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Lender or an Underlying Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to Agent, for the account of Issuing Lender, such Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Lender or an Underlying Issuer and not reimbursed by Borrowers on the date due as provided in Section 2.11(a), or of any reimbursement payment this is required

to be refunded (or that Agent or Issuing Lender elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to Agent, for the account of Issuing Lender, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this Section 2.11(b) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 3. If any such Lender fails to make available to Agent the amount of such Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such Lender shall be deemed to be a Defaulting Lender and Agent (for the account of Issuing Lender) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Borrowers hereby agree to indemnify, save, defend, and hold the Lender Group and each Underlying Issuer harmless from any damage, loss, cost, expense, or liability (other than Taxes, which shall be governed by Section 16), and reasonable and documented attorneys' fees and expenses incurred by Issuing Lender, any other member of the Lender Group, or any Underlying Issuer arising out of or in connection with any Reimbursement Undertaking or any Letter of Credit; provided, that Borrowers shall not be obligated hereunder to indemnify the Lender Group or any Underlying Issuer for any loss, cost, expense, or liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of Issuing Lender, any other member of the Lender Group, or any Underlying Issuer. Borrowers agree to be bound by the Underlying Issuer's regulations and interpretations of any Letter of Credit or by Issuing Lender's interpretations of any Reimbursement Undertaking even though this interpretation may be different from any Borrower's own. Borrowers understand that the Reimbursement Undertakings may require Issuing Lender to indemnify the Underlying Issuer for certain costs or liabilities arising out of claims by Borrowers against such Underlying Issuer. Borrowers hereby agree to indemnify, save, defend, and hold Issuing Lender and the other members of the Lender Group harmless with respect to any loss, cost, expense (including reasonable and documented attorneys' fees and expenses), or liability (other than Taxes, which shall be governed by Section 16) incurred by them as a result of Issuing Lender's indemnification of an Underlying Issuer; provided, that Borrowers shall not be obligated hereunder to indemnify for any such loss, cost, expense, or liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of Issuing Lender or any other member of the Lender Group.

(g) Each Lender and Borrowers agree that, in paying any drawing under a Letter of Credit, neither Issuing Lender nor any Underlying Issuer (as applicable) shall have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit or the Underlying Letter of Credit (as applicable)) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of Issuing Lender, any Underlying Issuer, Agent, any of the Lender-Related Persons or Agent-Related Persons, nor any correspondent, participant or assignee of Issuing Lender shall be liable to any Lender or any Loan Party for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; (iii) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or

relating to any Letter of Credit or any error in interpretation of technical terms; or (iv) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. Each Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, that this assumption is not intended to, and shall not, preclude Borrowers from pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of Issuing Lender, any Underlying Issuer, Agent, any of the Lender-Related Persons or Agent-Related Persons, nor any correspondent, participant or assignee of Issuing Lender or any Underlying Issuer shall be liable or responsible for any of the matters described in clauses (i) through (vi) of Section 2.11(h) or for any action, neglect or omission under or in connection with any Letter of Credit or Issuer Document, including in connection with the issuance or any amendment of any Letter of Credit, the failure to issue or amend any Letter of Credit, the honoring or dishonoring of any demand under any Letter of Credit, or the following of any Borrower's instructions or those contained in the Letter of Credit or any modifications, amendments, or supplements thereto, and such action or neglect or omission will bind Borrowers. In furtherance and not in limitation of the foregoing, Issuing Lender and each Underlying Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary (or Issuing Lender and any Underlying Issuer may refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit and may disregard any requirement in a Letter of Credit that notice of dishonor be given in a particular manner and any requirement that presentation be made at a particular place or by a particular time of day), and neither Issuing Lender nor any Underlying Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. Neither Issuing Lender nor any Underlying Issuer shall be responsible for the wording of any Letter of Credit (including any drawing conditions or any terms or conditions that are ineffective, ambiguous, inconsistent, unduly complicated or reasonably impossible to satisfy), notwithstanding any assistance Issuing Lender or any Underlying Issuer may provide to Borrowers with drafting or recommending text for any letter of credit application or with the structuring of any transaction related to any Letter of Credit, and Borrowers hereby acknowledge and agree that any such assistance will not constitute legal or other advice by Issuing Lender or any Underlying Issuer or any representation or warranty by Issuing Lender or any Underlying Issuer that any such wording or such Letter of Credit will be effective. Without limiting the foregoing, Issuing Lender or any Underlying Issuer may, as it deems appropriate, use in any Letter of Credit any portion of the language prepared by any Borrower and contained in the letter of credit application relative to drawings under such Letter of Credit. Borrowers hereby acknowledge and agree that neither any Underlying Issuer nor any member of the Lender Group shall be responsible for delays, errors, or omissions resulting from the malfunction of equipment in connection with any Letter of Credit.

(h) The obligation of Borrowers to reimburse Issuing Lender for each drawing under each Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document,

(ii) the existence of any claim, counterclaim, setoff, defense or other right that Parent or any of its Subsidiaries may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), Issuing Lender or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction,

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit,

(iv) any payment by Issuing Lender under such Letter of Credit against presentation of a draft or certificate that does not substantially or strictly comply with the terms of such Letter of Credit (including, without limitation, any requirement that presentation be made at a particular place or by a particular time of day), or any payment made by Issuing Lender under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit,

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or discharge of, Parent or any of its Subsidiaries, or

(vi) the fact that any Default or Event of Default shall have occurred and be continuing.

(i) Borrowers hereby authorize and direct any Underlying Issuer to deliver to Issuing Lender all instruments, documents, and other writings and property received by such Underlying Issuer pursuant to such Underlying Letter of Credit and to accept and rely upon Issuing Lender's instructions with respect to all matters arising in connection with such Underlying Letter of Credit and the related application.

(j) Borrowers acknowledge and agree that any and all fees, charges, costs, or commissions in effect from time to time, of Issuing Lender relating to Letters of Credit or incurred by Issuing Lender relating to Underlying Letters of Credit, upon the issuance of any Letter of Credit, upon the payment or negotiation of any drawing under any Letter of Credit, or upon the occurrence of any other activity with respect to any Letter of Credit (including the transfer, amendment, or cancellation of any Letter of Credit), together with any and all fronting fees in effect from time to time related to Letters of Credit, shall be Lender Group Expenses for purposes of this Agreement and shall be reimbursable immediately by Borrowers to Agent for the account of Issuing Lender; it being acknowledged and agreed by Borrowers that, as of the Closing Date, Issuing Lender is entitled to charge Borrowers a fronting fee of 0.25% per annum times the undrawn amount of each Underlying Letter of Credit and that such fronting fee may be changed by Issuing Lender from time to time without notice.

(k) If by reason of (i) any change after the Closing Date in any applicable law, treaty, rule, or regulation or any change in the interpretation or application thereof by any Governmental Authority, or (ii) compliance by Issuing Lender, any other member of the Lender Group, or Underlying Issuer with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued or caused to be issued hereunder or hereby, or

(ii) there shall be imposed on Issuing Lender, any other member of the Lender Group, or Underlying Issuer any other condition regarding any Letter of Credit or Reimbursement Undertaking,

and the result of the foregoing is to increase, directly or indirectly, the cost to Issuing Lender, any other member of the Lender Group, or an Underlying Issuer of issuing, making, participating in, or maintaining any Reimbursement Undertaking or Letter of Credit or to reduce the amount receivable in respect thereof, then, and in any such case, Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Administrative Borrower, and Borrowers shall pay on demand, such amounts as Agent may specify to be necessary to compensate Issuing Lender, any other member of the Lender Group, or an Underlying Issuer for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder. The determination by Agent of any amount due pursuant to this Section 2.11(k), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(l) Unless otherwise expressly agreed by Issuing Lender and Borrowers when a Letter of Credit is issued, (i) the rules of the ISP and the UCP 600 shall apply to each standby Letter of Credit, and (ii) the rules of the UCP 600 shall apply to each commercial Letter of Credit.

(m) In the event of a direct conflict between the provisions of this Section 2.11 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.11 shall control and govern.

(n) Schedule 2.11 hereto contains a list of all letters of credit outstanding on the Filing Date pursuant to the Existing Loan Agreement. For the period from and after the effective date of the Interim Order, each such letter of credit set forth on Schedule 2.11, including any extension or renewal thereof, that remains outstanding on the effective date of the Interim Order (each, as amended from time to time in accordance with the terms thereof and hereof, an “Existing Letter of Credit”) shall be deemed Letters of Credit re-issued hereunder for the account of Borrowers, for all purposes of this Agreement, including, without limitation, calculations of Availability, the Borrowing Base, Letter of Credit Usage and all other fees and expenses relating to the Letters of Credit (including any related indemnification obligations). Issuing Lender hereby assumes and agrees to perform any and all duties, obligations and liabilities to be performed or discharged by the issuers of the Existing Letters of Credit. Borrowers agree to execute and deliver such documentation, if any, requested by Agent, or an Issuing Lender to evidence, record, or further the foregoing deemed re-issuance.

(o) The expiration date of each Letter of Credit, other than the Existing Letters of Credit, shall be on a date that is not later than fifteen (15) days prior to the Maturity Date unless Borrower provides cash collateral for the obligations and Reimbursement Undertakings associated with such Letters of Credit in the manner set forth in Section 2.4(f) hereof; provided, that a Letter of Credit may provide for automatic extensions of its expiration date for one (1) or more successive periods of up to twelve (12) months for each period; provided, further, that the applicable Issuing Lender has the right to terminate such Letter of Credit on each such expiration date and no renewal term may extend the term of the Letter of Credit to a date that is later than the fifteenth (15th) day prior to the Maturity Date unless Borrowers provide cash collateral for the obligations and Reimbursement Undertakings associated with such Letters of Credit in the amount set forth in Section 2.4(f). Upon direction by Agent or Required Lenders, the applicable Issuing Lender shall not renew any such Letter of Credit at any time during the continuance of an Event of Default; provided, that in the case of a direction by Agent or Required Lenders, the Issuing Lender receives such directions prior to the date notice of non-renewal is required to be given by the Issuing Lender and the Issuing Lender has had a reasonable period of time to act on such notice.

2.12. LIBOR Option.

(a) **Interest and Interest Payment Dates.** In lieu of having interest charged at the rate based upon the Base Rate, Borrowers shall have the option, subject to Section 2.12(b) below (the “LIBOR Option”) to have interest on all or a portion of the Revolving Loans be charged (whether at the time when made (unless otherwise provided herein), upon conversion from a Base Rate Loan to a LIBOR Rate Loan, or upon continuation of a LIBOR Rate Loan as a LIBOR Rate Loan) at a rate of interest based upon the LIBOR Rate. Interest on LIBOR Rate Loans shall be payable on the earliest of (i) the last day of the Interest Period applicable thereto; provided, that, subject to the following clauses (ii) and (iii), in the case of any Interest Period greater than 3 months in duration, interest shall be payable at 3 month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period), (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof, or (iii) the date on which this Agreement is terminated pursuant to the terms hereof. On the last day of each applicable Interest Period, unless Borrowers properly have exercised the LIBOR Option with respect thereto, the interest rate applicable to such LIBOR Rate Loan automatically shall convert to the rate of interest then applicable to Base Rate Loans of the same type hereunder. At any time that an Event of Default has occurred and is continuing, at the written election of the Required Lenders, Borrowers no longer shall have the option to request that Revolving Loans bear interest at a rate based upon the LIBOR Rate.

(b) LIBOR Election.

(i) Borrowers may, at any time and from time to time, so long as Administrative Borrower has not received a notice from Agent (which notice Agent may elect to give or not give in its discretion unless Agent is directed to give such notice by the Required Lenders, in which case, it shall give the notice to Administrative Borrower), after the occurrence and during the continuance of an Event of Default, to terminate the right of Borrowers to exercise the LIBOR Option during the continuance of such Event of Default, elect to exercise the LIBOR Option by notifying Agent prior to 11:00 a.m. at least 3 Business Days prior to the commencement of the proposed Interest Period (the "LIBOR Deadline"). Notice of Borrowers' election of the LIBOR Option for a permitted portion of the Revolving Loans and an Interest Period pursuant to this Section shall be made by delivery to Agent of a LIBOR Notice received by Agent before the LIBOR Deadline, or by telephonic notice received by Agent before the LIBOR Deadline (to be confirmed by delivery to Agent of a LIBOR Notice received by Agent prior to 5:00 p.m. on the same day). Promptly upon its receipt of each such LIBOR Notice, Agent shall provide a copy thereof to each of the affected Lenders.

(ii) Each LIBOR Notice shall be irrevocable and binding on Borrowers. In connection with each LIBOR Rate Loan, Borrowers shall indemnify, defend, and hold Agent and the Lenders harmless against any loss, cost, or expense actually incurred by Agent or any Lender as a result of (A) the payment of any principal of any LIBOR Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (B) the conversion of any LIBOR Rate Loan other than on the last day of the Interest Period applicable thereto, or (C) the failure to borrow, convert, continue or prepay any LIBOR Rate Loan on the date specified in any LIBOR Notice delivered pursuant hereto (such losses, costs, or expenses, "Funding Losses"). A certificate of Agent or a Lender delivered to Administrative Borrower setting forth in reasonable detail any amount or amounts that Agent or such Lender is entitled to receive pursuant to this Section 2.12 shall be conclusive absent manifest error. Borrowers shall pay such amount to Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate. If a payment of a LIBOR Rate Loan on a day other than the last day of the applicable Interest Period would result in a Funding Loss, Agent may, in its sole discretion at the request of Administrative Borrower, hold the amount of such payment as cash collateral in support of the Obligations until the last day of such Interest Period and apply such amounts to the payment of the applicable LIBOR Rate Loan on such last day, it being agreed that Agent has no obligation to so defer the application of payments to any LIBOR Rate Loan and that, in the event that Agent does not defer such application, Borrowers shall be obligated to pay any resulting Funding Losses.

(iii) Unless Agent, in its sole discretion, agrees otherwise, Borrowers shall have not more than 5 LIBOR Rate Loans in effect at any given time. Borrowers only may exercise the LIBOR Option for proposed LIBOR Rate Loans of at least \$1,000,000.

(c) **Conversion.** Borrowers may convert LIBOR Rate Loans to Base Rate Loans at any time; provided, that in the event that LIBOR Rate Loans are converted or prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any prepayment through the required application by Agent of any payments or proceeds of Collateral in accordance with Section 2.4(b) or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, Borrowers shall indemnify, defend, and hold Agent and the Lenders and their Participants harmless against any and all Funding Losses in accordance with Section 2.12 (b)(ii).

(d) Special Provisions Applicable to LIBOR Rate .

(i) The LIBOR Rate may be adjusted by Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs to such Lender of maintaining or obtaining any eurodollar deposits or increased costs, in each case, due to changes in applicable law (other than changes in laws relative to Taxes, which shall be governed by Section 16) occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except changes of general applicability in corporate income tax laws) and changes in the reserve requirements imposed by the Board of Governors, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at the LIBOR Rate. In any such event, the affected Lender shall give Administrative Borrower and Agent notice of such a determination and adjustment and Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, Borrowers may, by notice to such affected Lender (A) require such Lender to furnish to Borrowers a statement setting forth in reasonable detail the basis for adjusting such LIBOR Rate and the method for determining the amount of such adjustment, or (B) repay the LIBOR Rate Loans of such Lender with respect to which such adjustment is made (together with any amounts due under Section 2.12(b)(ii)).

(ii) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation or application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain LIBOR Rate Loans or to continue such funding or maintaining, or to determine or charge interest rates at the LIBOR Rate, such Lender shall give notice of such changed circumstances to Agent and Administrative Borrower and Agent promptly shall transmit the notice to each other Lender and (y) in the case of any LIBOR Rate Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such LIBOR Rate Loans, and interest upon the LIBOR Rate Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans, and (z) Borrowers shall not be entitled to elect the LIBOR Option until such Lender determines that it would no longer be unlawful or impractical to do so.

(e) **No Requirement of Matched Funding.** Anything to the contrary contained herein notwithstanding, neither Agent, nor any Lender, nor any of their Participants, is required actually to acquire eurodollar deposits to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate.

2.13. **Capital Requirements.**

(a) If, after the date hereof, any Lender determines that (i) the adoption of or change in any law, rule, regulation or guideline regarding capital or reserve requirements for banks or bank holding companies, or any change in the interpretation, implementation, or application thereof by any Governmental Authority charged with the administration thereof, or (ii) compliance by such Lender or its parent bank holding company with any guideline, request or directive of any such entity regarding capital adequacy (whether or not having the force of law), has the effect of reducing the return on such Lender's or such holding company's capital as a consequence of such Lender's Commitments hereunder to a level below that which such Lender or such holding company could have achieved but for such adoption, change, or compliance (taking into consideration such Lender's or such holding company's then existing policies with respect to capital adequacy and assuming the full utilization of such entity's capital) by any amount deemed by such Lender to be material, then such Lender may notify Administrative Borrower and Agent thereof. Following receipt of such notice, Borrowers agree to pay such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by such Lender of a statement in the amount and setting forth in reasonable detail such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that Borrowers shall not be required to compensate a Lender pursuant to this Section for any reductions in return incurred more than 180 days prior to the date that such Lender notifies Administrative Borrower of such law, rule, regulation or guideline giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided further that if such claim arises by reason of the adoption of or change in any law, rule, regulation or guideline that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If any Lender requests additional or increased costs referred to in Section 2.12(d)(i) or amounts under Section 2.13(a) or sends a notice under Section 2.12(d)(ii) relative to changed circumstances (any such Lender, an "Affected Lender"), then such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 2.12(d)(i) or Section 2.13(a), as applicable, or would eliminate the illegality or impracticality of funding or maintaining LIBOR Rate Loans and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. Borrowers agree to pay all reasonable out-of-pocket costs and expenses incurred by such Affected Lender in connection with any such designation or assignment. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrowers' obligation to pay any future amounts to such Affected Lender pursuant to Section 2.12(d)(i) or Section 2.13(a), as applicable, or to enable Borrowers to obtain LIBOR Rate Loans, then Borrowers (without prejudice to any amounts then due to such Affected Lender

under Section 2.12(d)(i) or Section 2.13(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such additional amounts under Section 2.12(d)(i) or Section 2.13(a), as applicable, or indicates that it is no longer unlawful or impractical to fund or maintain LIBOR Rate Loans, may seek a substitute Lender reasonably acceptable to Agent to purchase the Obligations owed to such Affected Lender and such Affected Lender's Commitments hereunder (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender its Obligations and Commitments, pursuant to an Assignment and Acceptance Agreement, and upon such purchase by the Replacement Lender, such Replacement Lender shall be deemed to be a "Lender" for purposes of this Agreement and such Affected Lender shall cease to be a "Lender" for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, (i) the issuance of any rules, regulations or directions under the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlement, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, with respect to clauses (i) and (ii) above, after the date of this Agreement shall be deemed to be a change in law, rule, regulation or guideline for purposes of Sections 2.12 and 2.13 and the protection of Sections 2.12 and 2.13 shall be available to each Lender and Issuing Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed, so long as it shall be customary for lenders or issuing banks affected thereby to comply therewith. Notwithstanding any other provision herein, no Lender or Issuing Lender shall demand compensation pursuant to this Section 2.13 if it shall not at the time be the general policy or practice of such Lender or Issuing Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

2.14. Joint and Several Liability of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.14), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligation.

(d) The Obligations of each Borrower under the provisions of this Section 2.14 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement or any other circumstances whatsoever.

(e) Except as otherwise expressly provided in this Agreement, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Revolving Loans or Letters of Credit issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement). Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Agent or Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.14 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.14, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.14 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.14 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Borrower or any Agent or Lender.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition, the financial condition of other guarantors, if any, and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) Each Borrower waives all rights and defenses arising out of an election of remedies by Agent or any Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Agent's or such Lender's rights of subrogation and reimbursement against such Borrower by the operation of Section 580(d) of the California Code of Civil Procedure or any other similar laws or otherwise.

(h) The provisions of this Section 2.14 are made for the benefit of Agent, Lenders and their respective successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, Lender, successor or assign first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.14 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.14 will forthwith be reinstated in effect, as though such payment had not been made.

(i) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Loan Party with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Agent or Lenders with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Loan Party with respect to any payments to any Agent or Lender hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Loan Party, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Loan Party therefor.

3. CONDITIONS; TERM OF AGREEMENT.

3.1. **Conditions Precedent to the Initial Extension of Credit.** The obligation of each Lender to make the initial extensions of credit provided for hereunder is subject to the fulfillment, to the satisfaction of Agent, each Co-Collateral Agent and each Lender, of each of the conditions precedent set forth on Schedule 3.1 (the making of such initial extensions of credit by a Lender being conclusively deemed to be its satisfaction or waiver of the conditions precedent).

3.2. **Conditions Precedent to all Extensions of Credit.** The obligation of the Lender Group (or any member thereof) to make any Revolving Loans hereunder (or to extend any other credit hereunder) at any time shall be subject to the following conditions precedent:

(a) the representations and warranties of Parent or its Subsidiaries contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof;

(c) no injunction, writ, restraining order, or other order of any nature restricting or prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against any Borrower, Agent, or any Lender; and

(d) no Material Adverse Change shall have occurred since the Closing Date.

No member of the Lender Group shall make any Revolving Loans under Section 2.1 hereof without the consent of all Lenders at any time that an Event of Default under Section 8.6(a) hereof that arises on account of the occurrence of a Split Lien Termination Date shall have occurred and be continuing, an Event of Default arising as a result of a breach of Section 5.16 hereof shall have occurred and be continuing or the lenders party to the Split Lien Credit Agreement are refusing to fund as a result of the existence of an "Event of Default" under and as defined in the Split Lien Credit Agreement.

3.3. Maturity. This Agreement shall continue in full force and effect for a term ending on the earlier of the Maturity Date or the Required Prepayment Date.

3.4. Effect of Maturity. On the earlier of the Maturity Date or the Required Prepayment Date, all commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated and all of the Obligations immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations in full. No termination of the obligations of the Lender Group (other than payment in full of the Obligations and termination of the Commitments) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been paid in full and the Commitments have been terminated. When all of the Obligations have been paid in full and the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

3.5. **Early Termination by Borrowers.** Borrowers have the option, at any time upon 5 Business Days prior written notice to Agent, to terminate this Agreement and terminate the Commitments hereunder by repaying to Agent all of the Obligations in full, including, without limitation the prepayment fee described in Section 2.10(d), as applicable. The foregoing notwithstanding, (a) Borrowers may rescind termination notices relative to proposed payments in full of the Obligations with the proceeds of third party Indebtedness if the closing for such issuance or incurrence does not happen on or before the date of the proposed termination (in which case, a new notice shall be required to be sent in connection with any subsequent termination), and (b) Borrowers may extend the date of termination at any time with the consent of Agent (which consent shall not be unreasonably withheld or delayed).

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, each Borrower makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1. **Due Organization and Qualification; Subsidiaries.**

(a) Each Loan Party (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interest of Parent, by class, and, as of the Closing Date, a description of the number of shares of each such class that are issued and outstanding. Other than as described on Schedule 4.1(b), there are no subscriptions, options,

warrants, or calls relating to any shares of Parent's Equity Interest, including any right of conversion or exchange under any outstanding security or other instrument. Parent is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interest or any security convertible into or exchangeable for any of its Equity Interest.

(c) Set forth on Schedule 4.1(c) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate list of Parent's direct and indirect Subsidiaries, showing: (i) the number of shares of each class of common and preferred Equity Interests authorized for each of such Subsidiaries, and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by Parent. All of the outstanding Equity Interest of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 4.1(c), there are no subscriptions, options, warrants, or calls relating to any shares of Parent's or its Subsidiaries' Equity Interest, including any right of conversion or exchange under any outstanding security or other instrument.

4.2. Due Authorization; No Conflict.

(a) Subject to the approval of the Bankruptcy Court pursuant to the Financing Order, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) Subject to the approval of the Bankruptcy Court pursuant to the Financing Order, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate any provision of federal, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Loan Party or its Subsidiaries, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interest of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect.

4.3. **Governmental Consents.** Subject to approval of the Bankruptcy Court pursuant to the Financing Order, the execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect.

4.4. Binding Obligations; Perfected Liens.

(a) Subject to the approval of the Bankruptcy Court and pursuant to the Financing Order, each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms.

(b) Subject to the approval of the Bankruptcy Court and pursuant to the Financing Order, Agent's Liens are validly created, perfected (other than (i) in respect of motor vehicles that are subject to a certificate of title, (ii) money, (iii) letter-of-credit rights (other than supporting obligations, (iv) commercial tort claims (other than those that, by the terms of the Guaranty and Security Agreement, are required to be perfected), and (v) any Deposit Accounts and Securities Accounts not subject to a Control Agreement as permitted by Section 7(k)(iv) of the Security Agreement, and subject only to the filing of financing statements, and the recordation of the Mortgages, in each case, in the appropriate filing offices), and first priority Liens, subject as to priority only to Permitted Senior Liens.

4.5. Title to Assets; No Encumbrances. Each of the Loan Parties and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property), all of their respective assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

4.6. Litigation.

(a) Other than the filing, commencement and continuation of the Bankruptcy Cases and any litigation resulting therefrom, there are no actions, suits, or proceedings pending or, to the knowledge of Borrowers, after due inquiry, threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect.

(b) Schedule 4.6(b) sets forth a complete and accurate description, with respect to each of the actions, suits, or proceedings with asserted liabilities in excess of, or that could reasonably be expected to result in liabilities in excess of, \$100,000 that, as of the Closing Date, is pending or, to the knowledge of Borrowers, after due inquiry, threatened against a Loan Party or any of its Subsidiaries, of (i) the parties to such actions, suits, or proceedings, (ii) the nature of the dispute that is the subject of such actions, suits, or proceedings, (iii) the procedural status, as of the Closing Date, with respect to such actions, suits, or proceedings, and (iv) whether any liability of the Loan Parties' and their Subsidiaries in connection with such actions, suits, or proceedings is covered by insurance.

4.7. Compliance with Laws. Except as otherwise permitted by the Bankruptcy Code or pursuant to any order of the Bankruptcy Court, which order shall be in form and substance acceptable to the Agent, no Loan Party nor any of its Subsidiaries (a) is in violation of

any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

4.8. **No Material Adverse Effect.** All historical financial statements relating to the Loan Parties and their Subsidiaries that have been delivered by Borrowers to Agent have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the Loan Parties' and their Subsidiaries' consolidated financial condition as of the date thereof and results of operations for the period then ended. Since December 29, 2012, other than the filing, commencement and continuation of the Bankruptcy Cases and the events that customarily result from the filing, commencement and continuation of the Bankruptcy Cases (including any litigation resulting therefrom), no event, circumstance, or change has occurred that has or could reasonably be expected to result in a Material Adverse Effect with respect to the Loan Parties and their Subsidiaries.

4.9. **No Fraudulent Conveyance.** No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.10. **Employee Benefits.** No Loan Party, none of their Subsidiaries, nor any of their ERISA Affiliates maintains or contributes to any Benefit Plan.

4.11. **Environmental Condition.** Except as set forth on Schedule 4.11, (a) to Borrowers' knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been used by a Loan Party, its Subsidiaries, or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) to Borrowers' knowledge, after due inquiry, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Loan Party nor any of its Subsidiaries has received notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party or its Subsidiaries, and (d) no Loan Party nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability.

4.12. **Complete Disclosure.** All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent, any Co-Collateral Agent or any Lender (including all

information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) hereafter furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent, any Collateral Agent or any Lender will be, true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projected Information delivered to Agent and Co-Collateral Agents, on January 27, 2013, represent, and as of the date on which any other Projections are delivered to Agent and Co-Collateral Agents, such additional Projections represent, Borrowers' good faith estimate, on the date such Projections are delivered, of the Loan Parties' and their Subsidiaries' future performance for the periods covered thereby based upon assumptions believed by Borrowers to be reasonable at the time of the delivery thereof to Agent and Co-Collateral Agents (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their Subsidiaries, and no assurances can be given that such Projections will be realized, and although reflecting Borrowers' good faith estimate, projections or forecasts based on methods and assumptions which Borrowers believed to be reasonable at the time such Projections were prepared, are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ materially from projected or estimated results).

4.13. **Patriot Act.** To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "**Patriot Act**"). No part of the proceeds of the loans made hereunder will be used by any Loan Party or any of their Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

4.14. **Indebtedness.** Set forth on Schedule 4.14 is a true and complete list of all Indebtedness of each Loan Party and each of its Subsidiaries outstanding immediately prior to the Closing Date that is to remain outstanding immediately after giving effect to the closing hereunder on the Closing Date and such Schedule accurately sets forth the aggregate principal amount of such Indebtedness as of the date specified on such Schedule.

4.15. **Payment of Taxes.** Except to the extent subject to the automatic stay and as otherwise permitted under Section 5.5, all tax returns and reports of each Loan Party and its Subsidiaries required to be filed by any of them have been timely filed, and all taxes shown on such tax returns to be due and payable and all assessments, fees and other governmental charges upon a Loan Party and its Subsidiaries and upon their respective assets, income, businesses and franchises that are due and payable have been paid when due and payable. Each Loan Party and

each of its Subsidiaries have made adequate provision in accordance with GAAP for all taxes not yet due and payable. Borrowers know of no proposed tax assessment against a Loan Party or any of its Subsidiaries that is not being actively contested by such Loan Party or such Subsidiary diligently, in good faith, and by appropriate proceedings; provided such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

4.16. **Margin Stock.** No Loan Party nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors.

4.17. **Governmental Regulation.** No Loan Party nor any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party nor any of its Subsidiaries is a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940.

4.18. **OFAC.** No Loan Party nor any of its Subsidiaries is in violation of any of the country or list based economic and trade sanctions administered and enforced by OFAC. No Loan Party nor any of its Subsidiaries (a) is a Sanctioned Person or a Sanctioned Entity, (b) has its assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. No proceeds of any loan made hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

4.19. **Employee and Labor Matters.** There is (i) no unfair labor practice complaint pending or, to the knowledge of Borrowers, threatened against Parent or its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against Parent or its Subsidiaries which arises out of or under any collective bargaining agreement and that could reasonably be expected to result in a material liability, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against Parent or its Subsidiaries that could reasonably be expected to result in a material liability, or (iii) to the knowledge of Borrowers, after due inquiry, no union representation question existing with respect to the employees of Parent or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of Parent or its Subsidiaries. None of Parent or its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of Parent or its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from Parent or its Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of Parent.

4.20. **Intentionally Omitted.**

4.21. **Leases.** Each Loan Party and its Subsidiaries enjoy peaceful and undisturbed possession under all leases material to their business and to which they are parties or under which they are operating, and, subject to Permitted Protests, all of such material leases are valid and subsisting and no material default by the applicable Loan Party or its Subsidiaries exists under any of them.

4.22. **Eligible Accounts.** As to each Account that is identified by Borrowers as an Eligible Account in a Borrowing Base Certificate submitted to Co-Collateral Agents, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the ordinary course of the Borrowers' business, (b) owed to Borrowers without any known defenses, disputes, offsets, counterclaims, or rights of return or cancellation, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria (other than Co-Collateral Agents-discretionary criteria) set forth in the definition of Eligible Accounts.

4.23. **Eligible Inventory.** As to each item of Inventory that is identified by the Borrowers as Eligible Inventory in a Borrowing Base Certificate submitted to Co-Collateral Agents, such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria (other than Co-Collateral Agents-discretionary criteria) set forth in the definition of Eligible Inventory.

4.24. **Location of Inventory.** The Inventory of Borrowers is not stored with a bailee, warehouseman, or similar party except to the extent permitted under Section 6.13 and is located only at, or in-transit between, the locations identified on Schedule 4.24 (as such Schedule may be updated pursuant to Section 5.14).

4.25. **Inventory Records.** Each Loan Party keeps correct and accurate records itemizing and describing the type, quality, and quantity of its and its Subsidiaries' Inventory and the book value thereof.

4.26. **Other Documents.** Borrowers have delivered to Agent a complete and correct copy of the Split Lien Documents, including all schedules and exhibits thereto. The execution, delivery and performance of each of the Split Lien Documents has been duly authorized by all necessary action on the part of Loan Parties.

4.27. **Matters Relating to Liens and Property Rights.** The entry of the Financing Order is effective to create in favor of Agent, for the benefit of Lenders, as security for the Obligations, (i) a valid first priority (other than with respect to the Permitted Priority Liens and the Carveout) Lien on all of the Collateral pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code and (ii) an allowed administrative expense in each of the Bankruptcy Cases having priority under Section 364(c)(1) of the Bankruptcy Code over all other administrative expenses (including, without limitation, such expenses specified in Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code), subject

only to the Permitted Priority Liens and the Carveout (the “Superpriority Claims”). Except for the Financing Order, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (x) the pledge or grant by Borrower or any of its Subsidiaries of the Liens purported to be created in favor of Agent pursuant to this Agreement or any of the Loan Documents or (y) the exercise by Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created pursuant to this Agreement, any of the Loan Documents or created or provided for by applicable law), except as may be required in connection with the disposition of any pledged Collateral by laws generally affecting the offering and sale of securities.

4.28. **Budget.** The Budget was prepared by Borrowers’ financial personnel and represents the good faith belief of such Persons at such time as to the probable course of Borrowers’ business and financial affairs, over the periods shown therein, subject to the assumptions stated therein.

4.29. **Financing Order.** The Financing Order is in full force and effect, is not subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order and has not been reversed, modified, amended, stayed or vacated except, in the case of non-material modifications, with Agent’s written consent and, in the case of other modifications, with each Lender’s written consent.

5. AFFIRMATIVE COVENANTS.

Each Borrower covenants and agrees that, until termination of all of the Commitments and payment in full of the Obligations:

5.1. **Financial Statements, Reports, Certificates.** Borrowers (a) will deliver to Agent, with copies to each Lender, each of the financial statements, reports, and other items set forth on Schedule 5.1 no later than the times specified therein, (b) agree that no Subsidiary of a Loan Party will have a fiscal year different from that of Borrowers, (c) agree to maintain a system of accounting that enables Borrowers to produce financial statements in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and maintain records pertaining to the Collateral that contains information as from time to time that reasonably may be requested by Agent, and (d) agree that they will, and will cause each other Loan Party to, (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to their and their Subsidiaries’ sales, and (ii) maintain their billing systems and practices substantially as in effect as of the Closing Date and shall only make material modifications thereto with notice to, and with the consent of, Agent.

5.2. **Reporting.** Borrowers (a) will deliver to Agent and Co-Collateral Agents (and if so requested by Agent, with copies for each Lender) each of the reports set forth on Schedule 5.2 at the times specified therein, and (b) agree to cooperate fully with Agent and Co-Collateral Agents to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule.

5.3. **Existence.** Except as otherwise permitted under Section 6.4, Parent will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and, except as could not reasonably be expected to result in a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

5.4. **Maintenance of Properties.** Parent will, and will cause each of its Subsidiaries to, maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty, and condemnation excepted.

5.5. **Taxes.** Parent will, and will cause each of its Subsidiaries to, pay in full before delinquency or before the expiration of any extension period (including any extension by virtue of the Bankruptcy Cases) all material governmental assessments and taxes with respect to periods after the Filing Date whether real, personal or otherwise, due and payable by, or imposed, levied, or assessed against it, or any of its assets, except to the extent that the validity of such governmental assessment or tax is the subject of a Permitted Protest.

5.6. **Insurance.** Parent will, and will cause each of its Subsidiaries to, at Borrowers' expense, (a) maintain insurance respecting each of Parent's and its Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily are insured against by other Persons engaged in same or similar businesses and similarly situated and located. All such policies of insurance shall be with financially sound and reputable insurance companies acceptable to Agent and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrowers in effect as of the Closing Date are acceptable to Agent). All property insurance policies covering the Collateral are to be made payable to Agent for the benefit of Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Agent and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If Parent or its Subsidiaries fail to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Administrative Borrower shall give Agent prompt notice of any loss exceeding \$250,000 covered by its or its Subsidiaries' property or business interruption insurance. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

5.7. **Inspection.**

(a) Parent will, and will cause each of its Subsidiaries to, permit Agent, any Co-Collateral Agent, any Lender, and each of their respective duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided an authorized representative of Administrative Borrower shall be allowed to be present) at such reasonable times and intervals as Agent, any Co-Collateral Agent or any Lender, as applicable, may designate and, so long as no Default or Event of Default has occurred and is continuing, with reasonable prior notice to Administrative Borrower and during regular business hours.

(b) Parent will, and will cause each of its Subsidiaries to, permit Agent or Co-Collateral Agents and each of its duly authorized representatives or agents to conduct appraisals and valuations at such reasonable times and intervals and in such manner as Agent or Co-Collateral Agents may designate.

5.8. **Compliance with Laws.** Parent will, and will cause each of its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.9. **Environmental.** Parent will, and will cause each of its Subsidiaries to,

(a) Keep any property either owned or operated by Parent or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) Comply, in all material respects, with Environmental Laws and provide to Agent documentation of such compliance which Agent reasonably requests,

(c) Promptly notify Agent of any release of which any Borrower has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by Parent or its Subsidiaries and take any Remedial Actions required to abate said release or otherwise to come into compliance, in all material respects, with applicable Environmental Law, and

(d) Promptly, but in any event within 5 Business Days of its receipt thereof, provide Agent with written notice of any of the following: (i) notice that an Environmental Lien has been filed against any of the real or personal property of Parent or its Subsidiaries, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against Parent or its Subsidiaries, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

5.10. **Disclosure Updates.** Borrowers will, promptly and in no event later than 5 Business Days after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent, any Co-Collateral Agent or the Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made. The foregoing notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.11. **Intentionally omitted.**

5.12. **Further Assurances.** Parent will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, execute or deliver to Agent any and all financing statements, fixture filings, security agreements, pledges, assignments, mortgages, deeds of trust, opinions of counsel, and all other documents (the "**Additional Documents**") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in the assets of Parent and its Subsidiaries (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), to create and perfect Liens in favor of Agent in any Real Property acquired (x) in fee by any Loan Party with a fair market value in excess of \$200,000 or (y) by lease, with respect to which the gross rental payments are in excess of \$100,000 annually and for which the term of the leasehold (after giving effect to any renewals and extensions at the option of Loan Parties) is two years or longer, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents; provided that the foregoing shall not apply to any Subsidiary of Parent that is a CFC if providing such documents would result in adverse tax consequences or the costs to the Loan Parties of providing such documents are unreasonably excessive (as determined by Agent in consultation with Administrative Borrower) in relation to the benefits to Agent and the Lenders of the security afforded thereby. To the maximum extent permitted by applicable law, if any Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time following the request to do so, each Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of Parent and its Subsidiaries, including all of the outstanding capital Equity Interests of Borrowers and Borrowers' Subsidiaries (subject to exceptions and limitations contained in the Loan Documents with respect to CFCs).

5.13. **Chief Restructuring Officer.** Borrowers will continue to appoint, retain and engage the Chief Restructuring Officer on terms and conditions acceptable to the Agent, which will include, without limitation, assisting Borrowers in the management of their businesses, preparation of forecasts and projections, and the formulation and implementation of strategic initiatives in connection with the Bankruptcy Cases. Borrowers hereby and will continue to authorize and instruct the chief restructuring officer to (a) share with the Agent and Lenders all budgets, records, projections, financial information, reports and other information relating to the

Collateral, the financial condition, operations and the sale, marketing or reorganization process of the Borrowers' businesses and assets as requested from time to time, except to the extent access to such information would compromise the Borrowers' attorney-client privilege and (b) make himself available to Agent, the Co-Collateral Agents and the Lenders as reasonably requested by the Agent, the Co-Collateral Agents and the Lenders. Borrowers will provide the chief restructuring officer, complete access to all of the Borrowers' books and records, all of Borrowers' premises and to Borrowers' management as and when deemed necessary by the chief restructuring officer or the Agent.

5.14. **Location of Inventory.** Parent will, and will cause each of its Subsidiaries to, keep its Inventory only at the locations identified on Schedule 4.24 and their chief executive offices only at the locations identified on Schedule 4.24 as its chief executive office; provided, that Borrowers may amend Schedule 4.24 so long as such amendment occurs by written notice to Agents not less than 10 days prior to the date on which such Inventory is moved to such new location or such chief executive office is relocated and so long as such new location is within the continental United States.

5.15. **Guarantor Reports.** Parent will, and will cause each of its Subsidiaries to, cause each Guarantor to deliver its annual financial statements at the time when Borrowers provide their financial statements to Agent, but only to the extent such Guarantor's financial statements are not consolidated with Borrowers' financial statements.

5.16. **Bankruptcy Transaction Milestones.** Parent will, and will cause each of its Subsidiaries to, cause the performance and delivery of the items set forth on Schedule 5.16 on or before the dates specified therein with respect to such items (the "Milestones").

6. NEGATIVE COVENANTS.

Each Borrower covenants and agrees that, until termination of all of the Commitments and payment in full of the Obligations:

6.1. **Indebtedness.** Parent will not, and will not permit any of its Subsidiaries to create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness. Parent will not, and will not permit any of its Subsidiaries to be or remain liable with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee or similar obligations (whether or not drawn) except for Permitted Surety Bonds in an aggregate amount not in excess of \$30,000,000 at any time.

6.2. **Liens.** Parent will not, and will not permit any of its Subsidiaries to create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens. Notwithstanding anything to the contrary in this Agreement or other Loan Documents, Parent will not, and will not permit any of its Subsidiaries to, create, incur, assume, or suffer to exist, directly or indirectly, any Lien with priority over the Liens created by the Loan Documents and Split Lien Loan Documents, except the Carveout.

6.3. **Restrictions on Fundamental Changes.** Parent will not, and will not permit any of its Subsidiaries to,

- (a) enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests,
- (b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution),
- (c) suspend or cease operating a substantial portion of its or their business, or

(d) form any new Subsidiary without Agent's prior written consent; provided, that, to the extent the Agent consents to the formation of any new Subsidiary, such new Subsidiary shall guaranty the Obligations and grant Liens on substantially all of its assets to secure the Obligations pursuant to documentation in form and substance acceptable to Agent.

6.4. **Disposal of Assets.** Other than Permitted Dispositions, Parent will not, and will not permit any of its Subsidiaries to convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any of its or their assets.

6.5. **Nature of Business.** Parent will not, and will not permit any of its Subsidiaries to make any change in the nature of its or their business as described in Schedule 6.5 or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent Parent and its Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6. **Prepayments and Amendments.** Parent will not, and will not permit any of its Subsidiaries to,

- (a) Except in connection with Refinancing Indebtedness permitted by Section 6.1,

(i) optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness of Parent or its Subsidiaries (including the Indebtedness under the Split Lien Documents), other than (A) the Obligations in accordance with this Agreement, and (B) Permitted Intercompany Advances, or

(ii) make any payment on account of Indebtedness that has been contractually subordinated in right of payment to the Obligations if such payment is not permitted at such time under the subordination terms and conditions applicable thereto, or

- (b) Directly or indirectly, amend, modify, or change any of the terms or provisions of

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) the Split Lien Documents in accordance with the terms of the Split

Lien Intercreditor Agreement (as in effect on the date hereof), (C) Permitted Intercompany Advances, and (D) ordinary course amendments, modifications and changes to Indebtedness permitted under clauses (d), (f), and (i) of the definition of Permitted Indebtedness, or

(ii) the Governing Documents of any Loan Party or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of the Lenders.

6.7. **Restricted Payments.** Parent will not, and will not permit any of its Subsidiaries to make any Restricted Payment.

6.8. **Accounting Methods.** Parent will not, and will not permit any of its Subsidiaries to modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP) or enter into, modify, or terminate any agreement currently existing, or at any time hereafter entered into with any third party accounting firm or service bureau for the preparation or storage of Parent or its Subsidiaries' accounting records without said accounting firm or service bureau agreeing to provide Agent information regarding Parent's and its Subsidiaries' financial condition.

6.9. **Investments.** Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10. **Transactions with Affiliates.** Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of Parent or any of its Subsidiaries except for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between Parent or its Subsidiaries, on the one hand, and any Affiliate of Parent or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to Agent prior to the consummation thereof, if they involve one or more payments by Parent or its Subsidiaries in excess of \$250,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to Parent or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate,

(b) so long as it has been approved by Parent's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of Parent or its applicable Subsidiary,

(c) so long as it has been approved by Parent's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of Parent and its Subsidiaries in the ordinary course of business and consistent with industry practice.

Notwithstanding anything contained in this Agreement to the contrary, except for Permitted Intercompany Advances, no Loan Party shall enter into any transaction with, make any loan, advance or other Investment in, or otherwise transfer any property to any Subsidiary of Parent that is not a Loan Party.

6.11. **Use of Proceeds.** Parent will not, and will not permit any of its Subsidiaries to use the proceeds of any loan made hereunder for any purpose other than (a) on the Closing Date, (i) to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, the commencement of the Bankruptcy Cases and the transactions contemplated hereby and thereby, (ii) to fund working capital needs and general corporate purposes of Borrowers (including, without limitation, payments with respect to the Carveout and the Management Incentive Plan) and (iii) to provide payments of “adequate protection” (as set forth in Section 361 of the Bankruptcy Code) in favor of the Existing Lenders and (b) thereafter, consistent with the terms and conditions hereof, for their lawful and permitted purposes (including that no part of the proceeds of the loans made to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors), as permitted by, and consistent in all respects with, the Budget and the Financing Order, including, without limitation, to repay upon the entry of the Final Order, in full, the Existing Secured Obligations, including outstanding principal, accrued interest, and accrued fees and expenses owing under or in connection with the Existing Loan Agreement and other Existing Loan Documents.

Without limiting the generality of the foregoing, Parent will not, and will not permit any of its Subsidiaries to use the proceeds of any loan made hereunder or any proceeds of ABL Priority Collateral to be applied to (i) repay or prepay any of the Existing Split Lien Indebtedness or Split Lien Indebtedness (including any interest, fees, costs and expenses, tax or indemnification obligations), (ii) any Taxes incurred upon or as a result of the Disposition of Split Lien Priority Collateral or (iii) to affirmatively commence or support, or to pay any professional fees incurred to commence or support, any adversary proceeding, motion or other action that seeks to challenge, contest or otherwise seek to impair or object to the validity, extent enforceability or priority of the Liens, claims or rights in favor of Agent, any Lender, Existing Agent or any Existing Lender.

6.12. **Limitation on Issuance of Equity Interests.** Parent will not, and will not permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance or sale of any of its Equity Interests.

6.13. **Inventory at Bailees.** Parent will not, and will not permit any of its Subsidiaries to store its Inventory at any time with a bailee, warehouseman, or similar party except to the extent the aggregate amount of such Inventory does not exceed \$38,000,000 during the period commencing on May 1st through September 30 of each year and does not exceed \$10,000,000 at any other time.

6.14. **Financing Order; Administrative Expense Priority; Payments.** Parent will not, and will not permit any of its Subsidiaries to:

(a) seek, consent to or suffer to exist at any time any modification, stay, vacation or amendment of the Financing Order, except for non-material modifications and amendments joined in or agreed to in writing by Agent or material modifications and amendments joined in or agreed to in writing by Agent and each Lender;

(b) seek the use of "Cash Collateral" (as defined in the Financing Order) in a manner inconsistent with the terms of the Financing Order without, in the case of non-material deviations, the prior written consent of Agent and, in all other cases, the consent of each Lender;

(c) suffer to exist at any time a priority for any administrative expense or unsecured claim against any Borrower (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expenses of the kind specified in Sections 105, 326, 328, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code) or any super priority claim which is equal or superior to the priority of the Lender Group in respect of the Obligations, except for the amounts having a priority over the Obligations to the extent set forth in the definition of Carveout;

(d) suffer to exist at any time any Lien on any properties, assets or rights (including, without limitation, Accounts, Inventory and all other Collateral) except for Permitted Priority Liens;

(e) prior to the date on which the Obligations have been indefeasibly paid in full in cash, all Letters of Credit have been cash collateralized or returned for cancellation pursuant to this Agreement, and this Agreement has been terminated, pay any administrative expenses, except administrative expenses incurred in the ordinary course of the business of Borrowers, in each case subject to the extent and having the order of priority set forth in the definition of Carveout; and

(f) notwithstanding the foregoing, the Borrowers shall be permitted to pay as the same may become due and payable (i) administrative expenses of the kind specified in Section 503(b) of the Bankruptcy Code incurred in the ordinary course of business and to the extent otherwise authorized under the Financing Order and this Agreement and (ii) compensation and reimbursement of expenses to professionals allowed and payable under Sections 330 and 331 of the Bankruptcy Code to the extent permitted by the Financing Order.

6.15. **Variance Test** Parent will not permit, and will not permit any of its Subsidiaries to permit:

(a) (i) the aggregate amount of the actual receipts of the type set forth in the line item "Collections" on the accepted thirteen-week cash flow forecast under the Budget during any first fiscal week of any fiscal month of the Administrative Borrower (the first such fiscal week ending on February 2, 2013) (each, a "Single Test Week") to be less than 75% of the budgeted amount, or (ii) the average amount of such actual receipts in any rolling two fiscal week period of any fiscal month of the Administrative Borrower (for the avoidance of doubt, such rolling two fiscal week period ends on the end of the second, third, fourth and (if applicable) fifth fiscal week of each fiscal month) (each, a "Rolling Two Week Test Period") to be less than 80% of the average budgeted amounts for such period, in each case of (i) and (ii), set forth in the line item "Collections" on the accepted thirteen-week cash flow forecast under the Budget;

(b) the average amount of the actual disbursements of the type set forth in the line item "Payroll" on the accepted thirteen-week cash flow forecast under the Budget in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts for such period set forth in the line item "Payroll" on the accepted thirteen-week cash flow forecast under the Budget;

(c) (i) the aggregate amount of the actual disbursements of the type set forth in any of the line items "Debtor Professional Fees", "Professional Fees for Unsecured Creditors", "AP Disbursement" and "Total Disbursements" on the accepted thirteen-week cash flow forecast under the Budget in any Single Test Week to exceed 115% of the budgeted amount, or (ii) the average amount of each type of such disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts for such period, in each case of (i) and (ii), set forth in the corresponding line item "Debtor Professional Fees", "Professional Fees for Unsecured Creditors", "AP Disbursement" and "Total Disbursements" on the accepted thirteen-week cash flow forecast under the Budget;

(d) (i) the sum of the aggregate amounts of the actual disbursements of the types set forth in line items "Debtor Professional Fees", "Professional Fees for Unsecured Creditors" and "Restructuring/Other Profess. Fees" on the accepted thirteen-week cash flow forecast under the Budget (the "Professional Fees Line Items") in any Single Test Week to exceed 115% of sum of the budgeted amounts, or (ii) the average amount of the sum of such types of disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the sum of the budgeted amounts for such period, in each case of (i) and (ii), set forth in the Professional Fees Line Items on the accepted thirteen-week cash flow forecast under the Budget, or

(e) (i) the aggregate amount of the actual net cash flows of the type set forth in any of the line items "Net Cash Flows" on the accepted thirteen-week cash flow forecast under the Budget during any Single Test Week to be (x) less than 85% of the budgeted amount if such budgeted amount is positive or (y) more than 115% of the budgeted amount if such budgeted amount is negative, or (ii) the average amount of such type of net cash flows in any Rolling Two Week Test Period to be less than 85% of the average of the budgeted amount of such period if such average is positive or (y) more than 115% of the average of the budgeted amount if such budgeted amount is negative, in each case of (i) and (ii), set forth in the corresponding line item "Net Cash Flows" on the accepted thirteen-week cash flow forecast under the Budget.

Notwithstanding the variance tests set forth in clauses (c) and (e) of this Section 6.15 and solely with respect to the variance tests set forth therein, (i) the fiscal week ending February 2, 2013 ("Week 1") and the fiscal week ending February 9, 2013 ("Week 2") in the Budget will be combined and treated as a Single Test Week and (ii) such tests with respect to any Rolling Two Week Test Period shall not apply until the end of the rolling three fiscal week period ending February 16, 2013 (and for the avoidance of doubt, will include the combined Week 1 and Week 2 referenced in (i) together with the fiscal week ending February 16, 2013 on a cumulative basis).

7. [INTENTIONALLY OMITTED]

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an “Event of Default”) under this Agreement:

8.1. **Payments.** If any Borrower fails to pay when due and payable, or when declared due and payable, (a) all or any portion of the Obligations consisting of interest, fees, or charges due the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of the Bankruptcy Cases), and such failure continues for a period of 3 Business Days, (b) all or any portion of the principal of the Loans, (c) any amount payable to Issuing Lender in reimbursement of any drawing under a Letter of Credit, or (d) all or any portion of the Existing Secured Obligations as and when due and payable in accordance with the Financing Order.

8.2. **Covenants.** If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 5.1, 5.2, 5.3 (solely if a Loan Party is not in good standing in its jurisdiction of organization), 5.6, 5.7 (solely if a Loan Party refuses to allow Agent or its representatives or agents to visit such Loan Party’s properties, inspect its assets or books or records, examine and make copies of its books and records, or discuss such Loan Party’s affairs, finances, and accounts with officers and employees of such Loan Party), 5.10, 5.13, 5.14, 5.15 or 5.16 of this Agreement, (ii) Sections 6 of this Agreement, (iii) Section 7 of this Agreement, or (iv) Section 7 of the Guaranty and Security Agreement;

(b) fails to perform or observe any covenant or other agreement contained in any of Sections 5.3 (other than if a Loan Party is not in good standing in its jurisdiction of organization), 5.4, 5.5, 5.8, and 5.12 of this Agreement and such failure continues for a period of 10 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower or (ii) the date on which written notice thereof is given to Administrative Borrower by Agent; or

(c) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of 30 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower or (ii) the date on which written notice thereof is given to Administrative Borrower by Agent.

8.3. **Judgments.** If, after the Filing Date, one or more judgments, orders, or awards for the payment of money involving an aggregate amount of \$200,000, or more (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against a Loan Party or any of its Subsidiaries, or with respect to any of their respective assets, and either (a) there is a period of 30 consecutive days at any time after the entry of any such judgment, order, or award during which (1) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (2) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

8.4. **Existing Loan Documents.** If there is an “Event of Default” under and as defined in the Existing Loan Documents first arising after the Filing Date other than any default (x) arising prior to the Filing Date, (y) due to Borrowers’ filing, commencement and continuation of the Bankruptcy Cases and the events that customarily result from the filing, commencement and continuation of the Bankruptcy Cases (including any litigation resulting therefrom), or (z) due to restrictions on payments arising under the Bankruptcy Cases;

8.5. **Intentionally Omitted.**

8.6. **Default Under Other Agreements.** If, first arising after the Filing Date, there is (a) an “Event of Default” (as defined in the Split Lien Credit Agreement or the Existing Split Lien Credit Agreement), (b) a default in one or more agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to a Loan Party’s or any of its Subsidiaries’ Indebtedness involving an aggregate amount of \$200,000 or more, and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party’s or its Subsidiary’s obligations thereunder, or (c) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party involving an aggregate amount of \$200,000 or more, other than (x) any default arising prior to the Filing Date, (y) due to Borrowers’ filing, commencement and continuation of the Bankruptcy Cases and any litigation arising therefrom, or (z) due to restrictions on payments arising as a result of the Bankruptcy Cases;

8.7. **Representations, etc.** If any warranty, representation, certificate, statement, or Record made herein or in any other Loan Document or delivered in writing to Agent, any Co-Collateral Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof;

8.8. **Guaranty.** If the obligation of any Guarantor under any guaranty of the Obligations is limited or terminated by operation of law or by such Guarantor (other than in accordance with the terms of this Agreement);

8.9. **Security Documents.** If Guaranty and Security Agreement or any other Loan Document that purports to create a Lien, shall, for any reason, fail or cease to create a valid and perfected and, except to the extent of Permitted Senior Liens, first priority Lien on the Collateral covered thereby, except (a) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement, or (b) as the result of an action or failure to act on the part of Agent;

8.10. **Loan Documents.** The validity or enforceability of any Loan Document shall at any time for any reason (other than solely as the result of an action or failure to act on the part of Agent) be declared to be null and void, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall deny that such Loan Party or its Subsidiaries has any liability or obligation purported to be created under any Loan Document;

8.11. **Change in Control.** A Change in Control shall occur, whether directly or indirectly; or

8.12. **Bankruptcy Matters.**

(a) If Parent or any Subsidiary makes any payment on account of any Indebtedness existing as of the Filing Date, except for any payments expressly authorized by the Financing Order and this Agreement or any payments set forth in the Budget and expressly authorized pursuant to any other order of the Bankruptcy Court not objected to by Agent within two (2) Business Days after Agent has received written notification thereof from Administrative Borrower;

(b) If the Final Order is not entered within thirty (30) days (or such other period as Agent and Required Lenders may agree to in writing) following entry of the Interim Order; or any Financing Order is stayed, revised, revoked, remanded, rescinded, amended, reversed, vacated, or modified in any manner not acceptable to, in the case of non-material modifications or revisions, the Agent and, in all other cases, each Lender;

(c) If an order with respect to any of the Bankruptcy Cases shall be entered by the Bankruptcy Court (i) appointing a trustee under Section 1104, or an examiner with enlarged powers relating to the operation of the business of the Loan Parties under Section 1106(b) of the Bankruptcy Code or (ii) terminating any Loan Party's exclusive rights to file and solicit acceptances for its plan;

(d) Subject to the entry of the Final Order, if any Person other than a Borrower in connection with the Agreement or the Existing Loan Agreement shall assert any claim in an aggregate amount in excess of \$50,000 in the any of the Bankruptcy Cases arising under Section 506(c) of the Bankruptcy Code against Agent, any Lender or the Collateral, and either (i) the same shall remain unopposed by the Borrower for more than 5 Business Days, or (ii) in any event, any such claim shall not be disallowed, dismissed or withdrawn, with prejudice, within 60 days after the assertion thereof;

(e) If any order is entered by the Bankruptcy Court sustaining any objection to the Existing Secured Obligations or any Existing Loan Document;

(f) If (i) any Borrower or any of its Subsidiaries shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of Agent and the Lenders, claims or rights against Borrower or any of its Subsidiaries or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) any Lien or security interest created by this Agreement or the Financing Order shall, for any reason, cease to be valid or (iii) any action is commenced by Borrower or any of its Subsidiaries which contests the validity, perfection or enforceability of any of the Liens and security interests of Agent and the Lenders created by this Agreement or the Financing Order;

(g) If an order with respect to any of the Bankruptcy Cases shall be entered by the Bankruptcy Court converting any of the Bankruptcy Cases (or any case comprising part of any of the Bankruptcy Cases) to a case under chapter 7 of the Bankruptcy Code;

(h) If any plan of reorganization is filed that, or an order shall be entered by the Bankruptcy Court confirming a reorganization plan in any of the Bankruptcy Cases which, does not (i) contain a provision for termination of this Agreement and the Existing Loan Agreement, the Letter of Credit Collateralization in accordance with the provisions of this Agreement or return for cancellation of all Letters of Credit, the cash collateralization of all contingent obligations hereunder and the indefeasible payment in full in cash of all Obligations and all Existing Secured Obligations (“Paid in Full”) in a manner satisfactory to the Agent on or before the effective date, or substantial consummation, of such plan; provided, that the foregoing shall not affect the right of each Lender, if any, to object to any plan of reorganization and (ii) provide for the continuation of the Liens and security interests granted to Agent and priorities until such plan effective date all Obligations and Existing Secured Obligations are Paid in Full;

(i) If an order shall be entered by the Bankruptcy Court dismissing the any of the Bankruptcy Cases which does not contain a provision for termination of this Agreement and the Existing Loan Agreement and the Obligations and Existing Secured Obligations are not Paid in Full on or before such dismissal;

(j) If an order with respect to any of the Bankruptcy Cases shall be entered, (i) without the express prior written consent of Agent, to revoke, vacate, reverse, stay, modify, supplement or amend this Agreement and the transactions contemplated hereby, any Loan Document or the Financing Order, or (ii) unless in accordance with the Budget and with the express prior written consent of Agent, to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to Borrower’s equal or superior to the priority of the Lender Group in respect of the Obligations, except for the amounts having a priority over the Obligations to the extent set forth in the definition of Carveout;

(k) If an order shall be entered by the Bankruptcy Court granting relief from the automatic stay to any creditor(s) of Parent or any Subsidiary of Parent with respect to any claim in an amount equal to or exceeding \$200,000 in the aggregate; provided, however, that it shall not be an Event of Default if relief from the automatic stay is granted (i) solely for the purpose of allowing such creditor to determine the liquidated amount of its claim against any such Person or (ii) to permit the commencement of or prosecution of a proceeding to collect solely against an insurance company;

(l) If a motion shall be filed seeking authority, or an order shall be entered in any of the Bankruptcy Cases, that (a) permits Parent or any Subsidiary of Parent to incur Indebtedness secured by any claim under Bankruptcy Code Section 364(c)(1) or by a Lien *pari passu* with or superior to the Lien granted under the Loan Documents and the Existing Loan Documents and Bankruptcy Code Sections 364(c)(2) or (d), unless (i) all of the Obligations and Existing Secured Obligations have been Paid in Full at the time of the entry of any such order, or (ii) the Obligations and the Existing Secured Obligations are Paid in Full with such debt, or (b) permits Parent or any Subsidiary of Parent the right to use Collateral other than in accordance with the terms of the Financing Order, unless all of the Obligations and Existing Secured Obligations shall have been Paid in Full;

(m) Proceeds of any sale of all or substantially all assets of Borrowers are not directly remitted to Agent at the closing thereof, and the Obligations and the Secured Obligations are not Paid in Full in accordance with the terms of this Agreement from such proceeds;

(n) Any motions to sell Collateral or approve procedures regarding the same or any plan or disclosure statement or supplements or amendments thereto are not in form and substance reasonably acceptable to Agent, or any orders approving or amending any of the foregoing are not in form and substance reasonably acceptable to Agent and Co-Collateral Agents;

(o) If Parent or any Subsidiary of Parent challenges the extent, validity or priority of the Obligations or the Existing Secured Obligations or the application of any payments or collections received by Agent, Co-Collateral Agents or Lenders to the Obligations or Existing Secured Obligations as provided for herein; or any Loan Party challenges the validity, extent, perfection or priority of any Liens granted in the Collateral to secure the Obligations or the Existing Secured Obligations;

(p) If Lenders or the Collateral are surcharged pursuant to Sections 105, 506(c), 552 or any other section of the Bankruptcy Code;

(q) If the Chief Restructuring Officer is terminated or disqualified for any reason, and Borrowers have not appointed a replacement Chief Restructuring Officer reasonably acceptable to Agent within 7 days thereafter; or

(r) Any application for any of the orders described in this Section 8.12 shall be made by any Person other than Agent and such application is not contested in good faith by each applicable Loan Party, or if such relief is granted, such applicable Loan Party does not obtain a stay pending appeal of the entry of such order.

9. RIGHTS AND REMEDIES.

9.1. **Rights and Remedies.** Notwithstanding the provisions of Section 362 of the Bankruptcy Code, upon the occurrence and during the continuation of an Event of Default and subject to any notice required under the Financing Orders, the Required Lenders (at their election but without notice of their election and without demand) may authorize and instruct Agent to do any one or more of the following on behalf of the Lender Group (and Agent, acting upon the instructions of the Required Lenders, shall do the same on behalf of the Lender Group), all of which are authorized by Borrowers:

(a) (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by Borrowers, (ii) terminate any Letter of Credit that may be terminated in accordance with its terms, and (iii) direct Borrowers to provide (and Borrowers agree that upon receipt of such notice it will provide) Letter of Credit Collateralization to Agent to be held as security for Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit;

(b) cease advancing money or extending credit to or for the benefit of Borrowers under this Agreement, under any of the Loan Documents, or under any other agreement between Borrowers and the Lender Group;

(c) subject to the applicable terms, if any, of the Financing Order, terminate this Agreement and any of the other Loan Documents as to any future liability or obligation of the Lender Group, but without affecting any of the Agent's Liens in the Collateral and without affecting the Obligations;

(d) subject to the applicable terms, if any, of the Financing Order, the Lender Group shall have all other rights and remedies available at law or in equity or pursuant to any other Loan Document; and

(e) exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under applicable law, or in equity.

9.2. **Remedies Cumulative.** The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a continuing waiver. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

10. **WAIVERS; INDEMNIFICATION.**

10.1. **Demand; Protest; etc.** Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Borrower may in any way be liable.

10.2. **The Lender Group's Liability for Collateral.** Each Borrower hereby agrees that: (a) so long as Agent complies with its obligations, if any, under the Code, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Borrowers.

10.3. **Indemnification.** Borrowers shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery (provided that Borrowers shall not be liable for costs and expenses (including attorneys' fees) of any Lender (other than WFCF and GECC) incurred in advising, structuring, drafting, reviewing, administering or syndicating the Loan Documents), enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents or any Existing Loan Document, or the transactions contemplated hereby or thereby or the monitoring of Parent's and its Subsidiaries' compliance with the terms of the Loan Documents (provided, that the indemnification in this clause (a) shall not extend to (i) disputes solely between or among the Lenders, (ii) disputes solely between or among the Lenders and their respective Affiliates; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not the Lenders) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any Taxes or any costs attributable to Taxes, which shall be governed by Section 16), (b) with respect to any investigation, litigation, or proceeding related to this Agreement, any other Loan Document or any Existing Loan Document, or the use of the proceeds of the credit provided hereunder or under the Existing Loan Agreement (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by Parent or any of its Subsidiaries or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of Parent or any of its Subsidiaries (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, Borrowers shall have no obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person or its officers, directors, employees, attorneys, or agents. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Borrowers were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Borrowers with respect thereto. **WITHOUT LIMITATION,**

THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile. In the case of notices or demands to any Borrower or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to any Borrower: **SCHOOL SPECIALTY, INC.**
W6316 Design Drive
Greenville, WI 54942
Attn: Chief Financial Officer
Fax No. 920-882-5863

with copies to: **PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Jeffrey D. Saferstein, Esq., Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq.
Fax No. (212) 757-3990

and: **GODFREY KAHN S.C.**
780 North Water Street
Milwaukee, Wisconsin 53202-3590
Attn: Dennis Connolly, Esq.
Fax No. (414) 273-5198

If to Agent: **WELLS FARGO CAPITAL FINANCE, LLC**
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60603
Attn: Account Manager – School Specialty
Fax No. (312) 332-0429

with copies to: **GOLDBERG KOHN LTD.**
55 East Monroe Street, Suite 3300
Chicago, Illinois 60606
Attn: Randall L. Klein & Jeremy M. Downs
Fax No. (312) 332-2196

If to GECC: **GENERAL ELECTRIC CAPITAL CORPORATION**
500 West Monroe
Chicago, Illinois 60661
Attn: Portfolio Manager – School Specialty
Fax No. (203) 956-4783

with copies to: **WINSTON & STRAWN LLP**
35 Wacker Drive
Chicago, Illinois 60601
Attn: Kevin M. Ryan, Esq. and
Brian I. Swett, Esq.
Fax No. (312) 558-5700

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY OF THE FOLLOWING, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT

PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY LOAN PARTY AGAINST THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING LENDER, OR THE UNDERLYING ISSUER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF

ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH LOAN PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1. Assignments and Participations.

(a) (i) Subject to the conditions set forth in clause (a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Commitments) to one or more assignees so long as such prospective assignee is an Eligible Transferee (each, an "Assignee"), with the prior written consent (such consent not be unreasonably withheld or delayed, and such consent not to be required in connection with the exercise of any purchase right under Section 10 of the Split Lien Intercreditor Agreement) of:

(A) Administrative Borrower (not to be unreasonably withheld or delayed); provided, that no consent of Administrative Borrower shall be required (1) if an Event of Default has occurred and is continuing, or (2) in connection with an assignment to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender or a Related Fund; provided further, that Administrative Borrower shall be deemed to have consented to a proposed assignment unless it objects thereto by written notice to Agent within 5 Business Days after having received notice thereof; and

(B) Agent, Swing Lender, and Issuing Lender; provided, that no consent of Agent, Swing Lender or Issuing Lender shall be required in connection with an assignment to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender or a Related Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) no assignment may be made to a natural person,

(B) no assignment may be made to a Loan Party or an Affiliate of a Loan Party,

(C) the amount of the Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of \$5,000,000 (except such minimum amount shall not apply to (I) an assignment or delegation

by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender or (II) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least \$5,000,000);

(D) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(E) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that Borrowers and Agents may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Administrative Borrower and Agent by such Lender and the Assignee.

(F) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent's separate account, a processing fee in the amount of \$3,500 (for the avoidance of doubt, neither the assigning Lender nor Assignee may seek reimbursement of such fee from a Credit Party); provided, that, with respect to any assignment pursuant to Section 14.2, such fee, if applicable, shall not be paid by assigning Lender; and

(G) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the "Administrative Questionnaire").

(b) From and after the date that Agent receives the executed Assignment and Acceptance and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Section 10.3) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Section 15 and Section 17.9(a).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning

Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, and (vi) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) Immediately upon Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender *pro tanto*.

(e) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (a "Participant") participating interests in all or any portion of its Obligations, its Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decreases the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, (v) no participation shall be sold to a natural person, (vi) no participation shall be sold to

a Loan Party or an Affiliate of a Loan Party, and (vii) all amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves.

(f) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to Parent and its Subsidiaries and their respective businesses.

(g) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR §203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law.

(h) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the “Register”) on which it enters the name and address of each Lender as the registered owner of the Revolver Commitments (and the principal amount thereof and stated interest thereon) held by such Lender (each, a “Registered Loan”). Other than in connection with an assignment by a Lender of all or any portion of its portion of the Revolver Commitments to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Revolver Commitments to an Affiliate of such Lender or a Related Fund of such Lender, and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register.

(i) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the “Participant Register”). A Registered Loan (and the Registered Note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register.

(j) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register in the extent it has one) available for review by Borrowers from time to time as Borrowers may reasonably request.

13.2. **Successors.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that no Borrower may assign this Agreement or any rights or duties hereunder without the Lenders’ prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by the Lenders shall release any Borrower from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by any Loan Party is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1. **Amendments and Waivers.**

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than Bank Product Agreements or the Fee Letter), and no consent with respect to any departure by Borrowers therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders) and the Loan Parties that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that:

(i) no such waiver, amendment, or consent shall, unless in writing and signed by all of the Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(A) increase the amount of or extend the expiration date of any Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c),

(B) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document, and

(C) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except in connection with the waiver of applicability of Section 2.6(c) (which waiver shall be effective with the written consent of the Required Lenders),

(ii) no such waiver, amendment, or consent shall, unless in writing and signed by all of the Lenders and all of the Loan Parties that are party thereto, do any of the following:

Lenders,

(A) amend, modify, or eliminate this Section or any provision of this Agreement providing for consent or other action by all

(B) amend, modify, or eliminate Section 3.1 or 3.2,

(C) amend, modify, or eliminate Section 15.11,

(D) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(E) amend, modify, or eliminate the definitions of "Required Lenders" or "Pro Rata Share",

(F) contractually subordinate any of Agent's Liens,

(G) other than in connection with a merger, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other Loan Documents, release any Borrower or any Guarantor from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(H) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i) or (ii),

(I) amend, modify, or eliminate items 4, 5 or 6 set forth on Schedule 5.16, or

(J) amend, modify, or eliminate any of the provisions of Section 13.1 with respect to assignments to, or participations with, Persons who are Loan Parties or Affiliates of Loan Parties,

(K) amend, modify, or eliminate the definition of "Budget,"

(L) amend, modify, or eliminate the definition of Availability Reserve,

(M) amend, modify, supplement, alter or eliminate any of the provisions of Section 5.16 or Schedule 5.16 or waive any default or Event of Default in connection with Section 5.16,

(N) amend, modify, supplement, alter or eliminate any of the provisions of Section 6.15 or waive any default or Event of Default in connection with Section 6.15, or

(O) amend, modify, supplement, alter or eliminate Section 8.6(a) or waive any default or Event of Default in connection with Section 8.6(a) that arises on account of the occurrence of a Split Lien Termination Date.

(b) No amendment, waiver, modification, or consent shall amend, modify, waive, or eliminate,

(i) the definition of, or any of the terms or provisions of, the Fee Letter, without the written consent of Agent and Borrowers (and shall not require the written consent of any of the Lenders),

(ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Borrowers, and the Required Lenders, or

(iii) any provision of Section 15 pertaining to Co-Collateral Agents, or any other rights or duties of Co-Collateral Agents under this Agreement or the other Loan Documents, without the written consent of each Co-Collateral Agent, Borrowers, and the Required Lenders,

(c) No amendment, waiver, modification, elimination, or consent shall, without written consent of Borrowers and each Lender (i) modify, or eliminate the definition of Borrowing Base or any of the defined terms (including the definitions of Eligible Accounts, and Eligible Inventory) that are used in such definition to the extent that any such change results in more credit being made available to Borrowers based upon the Borrowing Base, but not otherwise, or the definition of Maximum Revolver Amount or (ii) amend, modify or waive Section 2.1(c),

(d) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Issuing Lender, or any other rights or duties of Issuing Lender or Underlying Issuer under this Agreement or the other Loan Documents, without the written consent of Issuing Lender, Agent, Borrowers, and the Required Lenders,

(e) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Swing Lender, or any other rights or duties of Swing Lender under this Agreement or the other Loan Documents, without the written consent of Swing Lender, Agent, Borrowers, and the Required Lenders,

(f) Anything in this Section 14.1 to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of any Borrower, shall not require consent by or the agreement of any Loan Party, and (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender other than any of the matters governed by Section 14.1(a)(i) that affect such Lender.

14.2. Replacement of Certain Lenders.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, or (ii) any Lender makes a claim for compensation under Section 16, then Borrowers or Agent, upon at least 5 Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a “Non-Consenting Lender”) or any Lender that made a claim for compensation (a “Tax Lender”) with one or more Replacement Lenders, and the Non-Consenting Lender or Tax Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender or Tax Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender or Tax Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender or Tax Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including (i) all interest, fees and other amounts that may be due in payable in respect thereof, and (ii) an assumption of its Pro Rata Share of participations in the Letters of Credit). If the Non-Consenting Lender or Tax Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender or Tax Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender or Tax Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender or Tax Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Non-Consenting Lender or Tax Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender or Tax Lender, as applicable, shall remain obligated to make the Non-Consenting Lender’s or Tax Lender’s, as applicable, Pro Rata Share of Revolving Loans and to purchase a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of participations in such Letters of Credit.

14.3. **No Waivers; Cumulative Remedies.** No failure by Agent, any Co-Collateral Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Borrowers of any provision of this Agreement. Agent's, each Co-Collateral Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent, any Co-Collateral Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1. Appointment and Authorization of Agent.

(a) Each Lender hereby designates and appoints WFCF as its agent and each of WFCF and GECC as its co-collateral agents under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to designate, appoint, and authorize) Agent and each Co-Collateral Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent and each Co-Collateral Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of the Lenders (and the Bank Product Providers) and each Co-Collateral Agent agrees to act as a co-collateral agent for and on behalf of the Lenders (and the Bank Product Providers) on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, neither Agent nor any Co-Collateral Agent shall have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent nor any Co-Collateral Agent have or be deemed to have any fiduciary relationship with any Lender (or Bank Product Provider), and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent or any Co-Collateral Agent, as the case may be. Without limiting the generality of the foregoing, the use of the term "agent" and "co-collateral agent" in this Agreement or the other Loan Documents with reference to Agent or any Co-Collateral Agent, as the case may be, is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Except as expressly otherwise provided in this Agreement, each Co-Collateral Agent shall have and may use its sole

discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Co-Collateral Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent or any Co-Collateral Agent, as the case may be, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, payments and proceeds of Collateral, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents, (c) make Revolving Loans, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute the Collections of the Loan Parties as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to Borrowers or their Subsidiaries, the Obligations, the Collateral, the Collections of the Loan Parties, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents.

(b) With respect to any action or determination to be taken or made by the Co-Collateral Agents hereunder or under any of the other Loan Documents, Co-Collateral Agents hereby agree to seek, in good faith, to reach a consensus decision for such action or determination. If Co-Collateral Agents are unable to agree on the action to be taken or the determination to be made, the determination or action shall be made by the Co-Collateral Agent either asserting the more conservative credit judgment (that is, that would result in the least amount of credit being available to the Borrowers and their Subsidiaries under this Agreement) or declining to permit the requested action for which consent is being sought by the Borrowers, as applicable.

15.2. **Delegation of Duties.** Agent and each Co-Collateral Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither Agent nor any Co-Collateral Agent shall be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3. **Liability of Agent.** None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (b) be responsible in any manner to any of the Lenders (or Bank Product Providers) for any recital, statement, representation or warranty made by Parent or any of its Subsidiaries or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent or any Co-Collateral Agent under or in connection with, this Agreement or any other Loan Document, or the validity,

effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of Parent or its Subsidiaries or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders (or Bank Product Providers) to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of Parent or its Subsidiaries.

15.4. **Reliance by Agents.** Agent and each Co-Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, telefacsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers or counsel to any Lender), independent accountants and other experts selected by Agent or such Co-Collateral Agent, as applicable. Agent and each Co-Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent or such Co-Collateral Agent, as applicable, shall first receive such advice or concurrence of the Lenders as it deems appropriate and until such instructions are received, Agent or such Co-Collateral Agent, as applicable, shall act, or refrain from acting, as it deems advisable. If Agent or any Co-Collateral Agent so requests, it shall first be indemnified to its reasonable satisfaction by the Lenders (and, if it so elects, the Bank Product Providers) against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders (and Bank Product Providers).

15.5. **Notice of Default or Event of Default.** Neither Agent nor any Co-Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except, in the case of Agent, with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of the Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent and Co-Collateral Agents shall have received written notice from a Lender or Administrative Borrower referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify the Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agents of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, however, that unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

15.6. **Credit Decision.** Each Lender (and Bank Product Provider) acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent or any Co-Collateral Agent hereinafter taken, including any review of the affairs of Parent and its Subsidiaries or Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender (or Bank Product Provider). Each Lender represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of any Borrower or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of any Borrower or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to the Lenders by Agent, neither Agent nor any Co-Collateral Agent shall have any duty or responsibility to provide any Lender (or Bank Product Provider) with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Borrower or any other Person party to a Loan Document that may come into the possession of any of the Agent-Related Persons. Each Lender acknowledges (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that neither Agent nor any Co-Collateral Agent has any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender (or Bank Product Provider) with any credit or other information with respect to Borrowers, their Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or any Co-Collateral Agent's or their respective Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement (or such Bank Product Provider entered into a Bank Product Agreement).

15.7. **Costs and Expenses; Indemnification.** Agents may incur and pay Lender Group Expenses to the extent they reasonably deem necessary or appropriate for the performance and fulfillment of their functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Borrowers are obligated to reimburse Agents or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from payments or proceeds of the Collateral received by Agent to reimburse Agents for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders (or Bank Product Providers). In the event Agent or any Co-Collateral Agent is not reimbursed for such costs and expenses by Parent or its Subsidiaries, each Lender hereby agrees that it is and shall be obligated to pay to Agent or such Co-Collateral Agent, as

applicable, such Lender's ratable thereof. Whether or not the transactions contemplated hereby are consummated, each of the Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so) from and against any and all Indemnified Liabilities; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct nor shall any Lender be liable for the obligations of any Defaulting Lender in failing to make a Revolving Loan or other extension of credit hereunder. Without limitation of the foregoing, each Lender shall reimburse Agent and such Co-Collateral Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that Agent or such Co-Collateral Agent, as applicable, is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8. Agent in Individual Capacity.

(a) WFCF and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire equity interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Document as though WFCF were not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, WFCF or its Affiliates may receive information regarding Parent or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such information to the Lenders (or Bank Product Providers), and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them. The terms "Lender" and "Lenders" include WFCF in its individual capacity.

(b) GECC and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire equity interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Document as though GECC were not a Co-Collateral Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, GECC or its Affiliates may receive information regarding Parent or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other

Person and that prohibit the disclosure of such information to the Lenders (or Bank Product Providers), and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver GECC will use its reasonable best efforts to obtain), GECC in its capacity as Co-Collateral Agent shall not be under any obligation to provide such information to them. The terms “Lender” and “Lenders” include GECC in its individual capacity.

15.9. **Successor Agent.** Agent may resign as Agent upon 30 days (10 days if an Event of Default has occurred and is continuing) prior written notice to the Lenders (unless such notice is waived by the Required Lenders) and Administrative Borrower (unless such notice is waived by Administrative Borrower or an Event of Default exists) and without any notice to the Bank Product Providers. If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Administrative Borrower (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent for the Lenders (and the Bank Product Providers). If, at the time that Agent’s resignation is effective, it is acting as a Co-Collateral Agent, as Issuing Lender or the Swing Lender, such resignation shall also operate to effectuate its resignation as a Co-Collateral Agent, Issuing Lender or the Swing Lender, as applicable, and it shall automatically be relieved of any further obligation or duties as a Co-Collateral Agent, to issue Letters of Credit, to cause the Underlying Issuer to issue Letters of Credit, or to make Swing Loans. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with the Lenders and Administrative Borrower, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders may agree in writing to remove and replace Agent with a successor Agent from among the Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Administrative Borrower (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term “Agent” shall mean such successor Agent and the retiring Agent’s appointment, powers, and duties as Agent shall be terminated. After any retiring Agent’s resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is 30 days following a retiring Agent’s notice of resignation, the retiring Agent’s resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of Agent hereunder (other than the duties of a Co-Collateral Agent) until such time, if any, as the Lenders appoint a successor Agent as provided for above.

15.10. **Lender in Individual Capacity.** Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group (or the Bank Product Providers). The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that,

pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Parent or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such information to the Lenders, and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11. Collateral Matters.

(a) The Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Administrative Borrower certifies to Agent that the sale or disposition is permitted under Section 6.4 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which Parent or its Subsidiaries owned no interest at the time Agent's Lien was granted nor at any time thereafter, or (iv) constituting property leased to Parent or its Subsidiaries under a lease that has expired or is terminated in a transaction permitted under this Agreement. The Loan Parties and the Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, based upon the instruction of the Required Lenders, to (a) consent to, credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363 of the Bankruptcy Code, (b) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Sections 9-610 or 9-620 of the Code, or (c) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders and the Bank Product Providers shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and the Lenders and the Bank Product Providers whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by such acquisition vehicle or vehicles and in connection therewith Agent may reduce the Obligations owed to the Lenders and the Bank Product Providers (ratably based upon the proportion of their Obligations credit bid in

relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders (without requiring the authorization of the Bank Product Providers), or (z) otherwise, the Required Lenders (without requiring the authorization of the Bank Product Providers). Upon request by Agent or Administrative Borrower at any time, the Lenders will (and if so requested, the Bank Product Providers will) confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that (1) Agent shall not be required to execute any document necessary to evidence such release on terms that, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Loan Party in respect of) all interests retained by any Loan Party, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. The Lenders further hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness.

(b) Agent shall have no obligation whatsoever to any of the Lenders (or the Bank Product Providers) to assure that the Collateral exists or is owned by Parent or its Subsidiaries or is cared for, protected, or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender (or Bank Product Provider) as to any of the foregoing, except as otherwise provided herein.

15.12. Restrictions on Actions by Lenders; Sharing of Payments

(a) Each of the Lenders agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to Parent or its Subsidiaries or any deposit accounts of Parent or its Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13. **Agency for Perfection.** Agent hereby appoints each other Lender (and each Bank Product Provider) as its agent (and each Lender hereby accepts (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to accept) such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14. **Payments by Agent to the Lenders.** All payments to be made by Agent to the Lenders (or Bank Product Providers) shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15. **Concerning the Collateral and Related Loan Documents.** Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to agree) that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders (and such Bank Product Provider).

15.16. **Field Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information** . By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each field examination report respecting Parent or its Subsidiaries (each, a "Report") prepared by or at the request of Agent or any Co-Collateral Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent and each Co-Collateral Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent, or Co-Collateral Agents or other party performing any field examination will inspect only specific information regarding Parent and its Subsidiaries and will rely significantly upon Parent's and its Subsidiaries' books and records, as well as on representations of Borrowers' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent, any Co-Collateral Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrowers, and (ii) to pay and protect, and indemnify, defend and hold Agent, any Co-Collateral Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent, any such Co-Collateral Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(f) In addition to the foregoing, (x) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by Parent or its Subsidiaries to Agent that has not been contemporaneously provided by Parent or such Subsidiary to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Parent or its Subsidiaries, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Administrative Borrower the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Parent or such Subsidiary, Agent promptly shall provide a copy of same to such Lender, and (z) any time that Agent renders to Borrowers a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.17. **Several Obligations; No Liability.** Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Borrower or any other Person for any failure by any other Lender (or Bank Product Provider) to fulfill its obligations to make credit available hereunder, nor to advance for such Lender (or Bank Product Provider) or on its behalf, nor to take any other action on behalf of such Lender (or Bank Product Provider) hereunder or in connection with the financing contemplated herein.

15.18. **Co-Lead Arrangers, Syndication Agent and Joint Book Runners.** Each of the Co-Lead Arrangers, Syndication Agent and Joint Book Runners, in such capacities, shall not have any right, power, obligation, liability, responsibility, or duty under this Agreement other than those applicable to it in its capacity as a Lender, as Agent, as Swing Lender, or as Issuing Lender. Without limiting the foregoing, each of the Co-Lead Arrangers, Syndication Agent and Joint Book Runners, in such capacities, shall not have or be deemed to have any fiduciary relationship with any Lender or any Loan Party. Each Lender, Agent, Swing Lender, Issuing Lender, and each Loan Party acknowledges that it has not relied, and will not rely, on the Co-Lead Arrangers, Syndication Agent and Joint Book Runners in deciding to enter into this Agreement or in taking or not taking action hereunder. Each of the Co-Lead Arrangers, Syndication Agent and Joint Book Runners, in such capacities, shall be entitled to resign at any time by giving notice to Agent and Borrowers.

16. WITHHOLDING TAXES.

16.1. **Payments.** All payments made by Borrowers hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense. In addition, all such payments will be made free and clear of, and without deduction or withholding for, any present or future Indemnified Taxes, and in the event any deduction or withholding of Indemnified Taxes is required, Borrowers shall comply with the next sentence of this Section 16.1. If any Indemnified Taxes are so levied or imposed, Borrowers agree to pay the full amount of such Indemnified Taxes and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 16.1 after withholding or deduction for or on account of any Indemnified Taxes, will not be less than the amount provided for herein; provided, that Borrowers shall not be required to increase any such amounts to the extent that the increase in such amount payable results from Agent's or such Lender's own willful misconduct or gross negligence (as finally determined by a court of competent jurisdiction). Borrowers will furnish

to Agent as promptly as possible after the date the payment of any Indemnified Tax is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by Borrowers. Borrowers agree to pay any present or future stamp, value added or documentary taxes or any other excise or property taxes, charges, or similar levies that arise from any payment made hereunder or from the execution, delivery, performance, recordation, or filing of, or otherwise with respect to this Agreement or any other Loan Document.

16.2. Exemptions.

(a) If a Lender or Participant is entitled to claim an exemption or reduction from United States withholding tax, such Lender or Participant agrees with and in favor of Agent, to deliver to Agent (or, in the case of a Participant, to the Lender granting the participation only) one of the following before receiving its first payment under this Agreement:

(i) if such Lender or Participant is entitled to claim an exemption from United States withholding tax pursuant to the portfolio interest exception, (A) a statement of the Lender or Participant, signed under penalty of perjury, that it is not a (I) a "bank" as described in Section 881(c)(3)(A) of the IRC, (II) a 10% shareholder of any Borrower (within the meaning of Section 871(h)(3)(B) of the IRC), or (III) a controlled foreign corporation related to any Borrower within the meaning of Section 864(d)(4) of the IRC, and (B) a properly completed and executed IRS Form W-8BEN or Form W-8IMY (with proper attachments);

(ii) if such Lender or Participant is entitled to claim an exemption from, or a reduction of, withholding tax under a United States tax treaty, a properly completed and executed copy of IRS Form W-8BEN;

(iii) if such Lender or Participant is entitled to claim that interest paid under this Agreement is exempt from United States withholding tax because it is effectively connected with a United States trade or business of such Lender, a properly completed and executed copy of IRS Form W-8ECI;

(iv) if such Lender or Participant is entitled to claim that interest paid under this Agreement is exempt from United States withholding tax because such Lender or Participant serves as an intermediary, a properly completed and executed copy of IRS Form W-8IMY (with proper attachments); or

(v) a properly completed and executed copy of any other form or forms, including IRS Form W-9, as may be required under the IRC or other laws of the United States as a condition to exemption from, or reduction of, United States withholding or backup withholding tax.

(b) Each Lender or Participant shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and to promptly notify Agent (or, in the case of a Participant, to the Lender granting the participation only) of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(c) If a Lender or Participant claims an exemption from withholding tax in a jurisdiction other than the United States, such Lender or such Participant agrees with and in favor of Agent, to deliver to Agent (or, in the case of a Participant, to the Lender granting the participation only) any such form or forms, as may be required under the laws of such jurisdiction as a condition to exemption from, or reduction of, foreign withholding or backup withholding tax before receiving its first payment under this Agreement, but only if such Lender or such Participant is legally able to deliver such forms, provided, that nothing in this Section 16.2(c) shall require a Lender or Participant to disclose any information that it deems to be confidential (including without limitation, its tax returns). Each Lender and each Participant shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and to promptly notify Agent (or, in the case of a Participant, to the Lender granting the participation only) of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(d) If a Lender or Participant claims exemption from, or reduction of, withholding tax and such Lender or Participant sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations of Borrowers to such Lender or Participant, such Lender or Participant agrees to notify Agent (or, in the case of a sale of a participation interest, to the Lender granting the participation only) of the percentage amount in which it is no longer the beneficial owner of Obligations of Borrowers to such Lender or Participant. To the extent of such percentage amount, Agent will treat such Lender's or such Participant's documentation provided pursuant to Section 16.2(a) or 16.2(c) as no longer valid. With respect to such percentage amount, such Participant or Assignee may provide new documentation, pursuant to Section 16.2(a) or 16.2(c), if applicable. Borrowers agree that each Participant shall be entitled to the benefits of this Section 16 with respect to its participation in any portion of the Commitments and the Obligations so long as such Participant complies with the obligations set forth in this Section 16 with respect thereto.

16.3. Reductions.

(a) If a Lender or a Participant is entitled to a reduction in the applicable withholding tax, Agent (or, in the case of a Participant, to the Lender granting the participation) may withhold from any interest payment to such Lender or such Participant an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by Section 16.2(a) or 16.2(c) are not delivered to Agent (or, in the case of a Participant, to the Lender granting the participation), then Agent (or, in the case of a Participant, to the Lender granting the participation) may withhold from any interest payment to such Lender or such Participant not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(b) If the IRS or any other Governmental Authority of the United States or other jurisdiction asserts a claim that Agent (or, in the case of a Participant, to the Lender granting the participation) did not properly withhold tax from amounts paid to or for the account of any Lender or any Participant due to a failure on the part of the Lender or any Participant (because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify Agent (or such Participant failed to notify the Lender granting the participation) of a change in circumstances which rendered the exemption from, or reduction of,

withholding tax ineffective, or for any other reason) such Lender shall indemnify and hold Agent harmless (or, in the case of a Participant, such Participant shall indemnify and hold the Lender granting the participation harmless) for all amounts paid, directly or indirectly, by Agent (or, in the case of a Participant, to the Lender granting the participation), as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to Agent (or, in the case of a Participant, to the Lender granting the participation only) under this Section 16, together with all costs and expenses (including attorneys' fees and expenses). The obligation of the Lenders and the Participants under this subsection shall survive the payment of all Obligations and the resignation or replacement of Agent.

16.4. **Refunds.** If Agent or a Lender determines, in its sole discretion in good faith, that it has received a refund of any Indemnified Taxes to which Borrowers have paid additional amounts pursuant to this Section 16, so long as no Default or Event of Default has occurred and is continuing, it shall pay over such refund to Borrowers (but only to the extent of payments made, or additional amounts paid, by Borrowers under this Section 16 with respect to Indemnified Taxes giving rise to such a refund), net of all out-of-pocket expenses of Agent or such Lender and without interest (other than any interest paid by the applicable Governmental Authority with respect to such a refund); provided, that Borrowers, upon the request of Agent or such Lender, agrees to repay the amount paid over to Borrowers (plus any penalties, interest or other charges, imposed by the applicable Governmental Authority, other than such penalties, interest or other charges imposed as a result of the willful misconduct or gross negligence of Agent hereunder) to Agent or such Lender in the event Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything in this Agreement to the contrary, this Section 16 shall not be construed to require Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

16.5. **Tax Indemnity.** The Loan Parties shall jointly and severally indemnify each Indemnified Person (as defined in Section 10.3) (collectively a "Tax Indemnatee") (but with respect to a Participant subject to the last sentence of Section 16.2(d)) for the full amount of Taxes or other taxes arising in connection with this Agreement or any other Loan Document (including, without limitation, any Taxes or other taxes imposed or asserted on or attributable to amounts payable under this Section 16) paid by such Tax Indemnatee and all reasonable fees and disbursements of attorneys, experts, or consultants and all other out-of-pocket costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification, as and when they are incurred and irrespective of whether suit is brought, whether or not such Taxes or such other taxes were correctly or legally imposed or asserted by the relevant Governmental Authority (other than Taxes or such other taxes resulting from gross negligence or willful misconduct of such Tax Indemnatee as finally determined by a court of competent jurisdiction and any tax imposed on the net income or net profits of any Indemnified Person (including any branch profits taxes)). This Section 16.5 shall survive the termination of this Agreement and the repayment of the Obligations.

17. GENERAL PROVISIONS.

17.1. **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Borrowers, Agent, each Co-Collateral Agent, and each Lender whose signature is provided for on the signature pages hereof.

17.2. **Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3. **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4. **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5. **Bank Product Providers.** Each Bank Product Provider shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of the Loan Documents; it being understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Co-Collateral Agents shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of Co-Collateral Agents to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Agent as to the amounts that are due and owing to it and such written certification is received by Agent a reasonable period of time prior to the making of such distribution. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the applicable Bank Product Provider. In the absence of an updated certification, Agent shall be entitled to assume that the amount due and payable to the applicable Bank Product Provider is the amount last certified to Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrowers may obtain Bank Products from any Bank Product Provider, although no Borrower is

required to do so. Borrowers acknowledge and agree that no Bank Product Provider has committed to provide any Bank Products and that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

17.6. **Debtor-Creditor Relationship.** The relationship between the Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

17.7. **Counterparts; Electronic Execution.** This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

17.8. **Revival and Reinstatement of Obligations; Certain Waivers.**

If the incurrence or payment of the Obligations by any Loan Party or the transfer to the Lender Group of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "Voidable Transfer"), and if the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the advice of counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender Group is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of the Lender Group related thereto, the liability of Loan Parties automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

17.9. **Confidentiality.**

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding Parent and its Subsidiaries, their operations, assets, and existing and contemplated business plans (“Confidential Information”) shall be treated by Agent and the Lenders in a confidential manner, and shall not be disclosed by Agent and the Lenders to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), “Lender Group Representatives”) on a “need to know” basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group (including the Bank Product Providers), provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.9, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation; provided that (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Administrative Borrower with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Administrative Borrower pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Administrative Borrower, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that, (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Administrative Borrower with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Administrative Borrower pursuant to the terms of the subpoena or other legal process and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or the Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender’s interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information hereunder subject to the terms of this Section, (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that, prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than any Borrower, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Administrative Borrower with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, Agent may disclose information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services or in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such publications or marketing or promotional materials and may otherwise use the name, logos, and other insignia of any Borrower or the other Loan Parties and the Commitments provided hereunder in any “tombstone” or other advertisements, on its website or in other marketing materials of the Agent.

(c) The Loan Parties hereby acknowledge that Agent or its Affiliates may make available to the Lenders materials or information provided by or on behalf of Borrowers hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks, SyndTrak or another similar electronic system (the “Platform”) and certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities) (each, a “Public Lender”). The Loan Parties shall be deemed to have authorized Agent and its Affiliates and the Lenders to treat Borrower Materials marked “PUBLIC” or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Investor” (or another similar term). Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as “Public Investor” (or such other similar term).

17.10. **Survival.** All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Lender, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of, or any accrued interest on, any Loan or any fee or any other amount payable under this Agreement is outstanding or unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or been terminated.

17.11. **Patriot Act.** Each Lender that is subject to the requirements of the Patriot Act hereby notifies each Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify Borrower in accordance with the Patriot Act. In addition, if Agent is required by law or regulation or internal policies to do so, it shall have the right to periodically conduct (a) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the Loan Parties and (b) OFAC/PEP searches and customary individual background checks for the Loan Parties’ senior management and key principals, and Borrowers agree to cooperate in respect of the conduct of such searches and further agree that the reasonable costs and charges for such searches shall constitute Lender Group Expenses hereunder and be for the account of Borrowers.

17.12. **Integration.** This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.13. **Split Lien Intercreditor Agreement.** Agent and each Lender hereunder, by its acceptance of the benefits provided hereunder, (a) consents to the subordination of Liens provided for in the Split Lien Intercreditor Agreement, (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Split Lien Intercreditor Agreement, and (c) authorizes and instructs the Agent to enter into the Split Lien Intercreditor Agreement as Agent on behalf of each Lender. Agent and each Lender hereby agrees that the terms, conditions and provisions contained in this Agreement are subject to the Split Lien Intercreditor Agreement and, in the event of a conflict between the terms of the Split Lien Intercreditor Agreement and this Agreement, the terms of the Split Lien Intercreditor Agreement shall govern and control. Agent agrees to deliver to Administrative Borrower a copy of any written notice delivered to Split Lien Agent pursuant to the Intercreditor Agreement.

17.14. **Parent as Agent for Borrowers.** Each Borrower hereby irrevocably appoints Parent as the borrowing agent and attorney-in-fact for all Borrowers ("Administrative Borrower") which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (i) to provide Agent with all notices with respect to Revolving Loans (inclusive of Swing Loans) and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Revolving Loans (inclusive of Swing Loans) and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. Each Borrower hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Credit Party or by any third party whatsoever, arising from or incurred by reason of (a) the handling of the Loan Account and Collateral of Borrowers as herein provided, (b) the Lender Group's relying on any instructions of Administrative Borrower, or (c) any other action taken by the Lender Group hereunder or under the other Loan Documents, except that Borrowers will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.14 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.15. **Senior Debt.** The Obligations are intended to be senior Indebtedness, and not subordinated to any other senior Indebtedness, or made *pari passu* with Indebtedness that is subordinated to any other Indebtedness, of any Loan Party. The Obligations are deemed to be expressly designated and named as “Designated Senior Debt”, “Designated Senior Indebtedness,” “Senior Indebtedness” or similar terms for purposes of any present or future loan agreement, indenture, note issuance or purchase agreement or other document under which such a designation is applicable or available for senior Indebtedness of any Loan Party (including without limitation the Indebtedness under the Convertible Note Indenture).

[Signature pages to follow.]

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

BORROWERS:

SCHOOL SPECIALTY, INC., a Wisconsin corporation

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

SPORTIME, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

DELTA EDUCATION, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

PREMIER AGENDAS, INC., a Washington corporation

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

CHILDCRAFT EDUCATION CORP., a New York corporation

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

BIRD-IN-HAND WOODWORKS, INC., a New Jersey corporation

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

CALIFONE INTERNATIONAL, INC., a Delaware corporation

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company, as Agent, as Co-Collateral Agent,
and as a Lender

By: /s/ Richard Siegel

Name: Richard Siegel
Its Authorized Signatory

Signature Page to Debtor-in-Possession Credit Agreement

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as a Co-Collateral Agent, and as a
Lender

By: _____
Name: _____
Its Authorized Signatory

Signature Page to Debtor-in-Possession Credit Agreement

BANK OF MONTREAL, as a Lender

By: _____
Name: _____
Its Authorized Signatory

Signature Page to Debtor-in-Possession Credit Agreement

CIT FINANCE LLC,, as a Lender

By: _____
Name: _____
Its Authorized Signatory

Signature Page to Debtor-in-Possession Credit Agreement

Schedule 1.1

As used in the Agreement, the following terms shall have the following definitions:

“ABL Priority Collateral” has the meaning set forth in the Split Lien Intercreditor Agreement.

“Accelerated Learning Business” means the Accelerated Learning Business Segments, collectively and taken as a whole.

“Accelerated Learning Business Segments” means the collective reference to, and individually any one of, (i) the Delta Business, (ii) Reading Business, (iii) Health Business, and (iv) Planner Business.

“Account” means an account (as that term is defined in the Code).

“Account Debtor” means any Person who is obligated on an Account, chattel paper, or a general intangible.

“Accounting Changes” means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions).

“Additional Documents” has the meaning specified therefor in Section 5.12 of the Agreement.

“Administrative Borrower” has the meaning specified therefor in Section 17.14.

“Administrative Questionnaire” has the meaning specified therefor in Section 13.1(a).

“Affected Lender” has the meaning specified therefor in Section 2.13(b) of the Agreement.

“Affiliate” means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 6.10 of the Agreement: (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

“Agent” has the meaning specified therefor in the preamble to the Agreement.

“Agents” means the Agent and the Co-Collateral Agents.

“Agent-Related Persons” means Agent and each Co-Collateral Agent, together with their Affiliates, officers, directors, employees, attorneys, and agents.

“Agent’s Account” means the Deposit Account of Agent identified on Schedule A-1 (or such other Deposit Account of Agent that has been designated as such, in writing, by Agent to Administrative Borrower and the Lenders).

“Agent’s Liens” means the Liens granted by Parent or its Subsidiaries to Agent under the Loan Documents and securing the Obligations.

“Agreement” means the Debtor-in-Possession Credit Agreement to which this Schedule 1.1 is attached.

“APA Closing Date” has the meaning ascribed to the term “Closing Date” in the Asset Purchase Agreement.

“Applicable Margin” means, as of any date of determination and with respect to Base Rate Loans, 2.75 percentage points, or LIBOR Rate Loans, 3.75 percentage points.

“Applicable Unused Line Fee Percentage” means 0.50 percentage points.

“Application Event” means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date or the Required Prepayment Date, or (b) an Event of Default and the election by Agent, the Co-Collateral Agents or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(ii) of the Agreement.

“Asset Purchase Agreement” mean the Asset Purchase Agreement, dated as of January 28, 2013, among Bayside School Specialty, LLC, School Specialty, Inc. and the other sellers named therein, in form and substance acceptable to Agent and Co-Collateral Agents.

“Assignee” has the meaning specified therefor in Section 13.1(a) of the Agreement.

“Assignment and Acceptance” means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1 to the Agreement.

“Authorized Person” means any one of the individuals identified on Schedule A-2 to the Agreement, as such schedule is updated from time to time by written notice from Administrative Borrower to Agent.

“Availability” means, as of any date of determination, the amount that Borrowers are entitled to borrow as Revolving Loans under Section 2.1 of the Agreement (after giving effect to the then outstanding Revolver Usage).

“Availability Reserve” means \$5,000,000.

“Average Revolver Usage” means, with respect to any period, the sum of the aggregate amount of Revolver Usage for each Business Day in such period (calculated as of the end of each respective Business Day) divided by the number of Business Days in such period.

“Avoidance Actions” means any and all claims and causes of action of any Borrower’s estate arising under Sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code, together with any proceeds therefrom.

“Avoided Payments” has the meaning set forth in Section 2.4(e)(vii).

“Bank Product” means any one or more of the following financial products or accommodations extended to Parent or its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial credit cards (including so-called “procurement cards” or “P-cards”)), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, or (f) transactions under Hedge Agreements.

“Bank Product Agreements” means those agreements entered into from time to time by Parent or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

“Bank Product Collateralization” means providing cash collateral (pursuant to documentation reasonably satisfactory to Agent) to be held by Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount determined by Agent as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

“Bank Product Obligations” means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Parent or its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Parent or its Subsidiaries; provided, in order for any item described in clauses (a) (b), or (c) above, as applicable, to constitute “Bank Product Obligations”, if the applicable Bank Product Provider is any Person other than Wells Fargo or its Affiliates, then the applicable Bank Product must have been provided on or after the Closing Date and Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to Parent or its Subsidiaries.

“Bank Product Provider” means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person shall constitute a Bank Product Provider with respect to a Bank Product unless and until (x) in the case of Wells Fargo or its Affiliates, Agent shall have received a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product prior to the date that is 10 days after the provision of such Bank Product to Parent or its Subsidiaries, or (y) in the case of any other Person, Agent shall have received a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within 10 days after the provision of such Bank Product to Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

“Bank Product Provider Agreement” means (a) in the case of a Bank Product Provider other than WFB or one of its Affiliates, an agreement in substantially the form attached hereto as Exhibit B-2 to the Agreement, in form and substance satisfactory to Agent, duly executed by the applicable Bank Product Provider, Administrative Borrower, and Agent, and (b) in the case of WFB or one of its Affiliates, an agreement between such Bank Product Provider and Agent in form and substance satisfactory to Agent.

“Bank Product Reserves” means, as of any date of determination, those reserves that Co-Collateral Agents deems necessary or appropriate to establish (based upon the Bank Product Providers’ determination of the liabilities and obligations of Parent and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

“Bankruptcy Cases” means the cases of Borrowers jointly administered under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, bearing case number 13-10125 and any superseding chapter 7 case or cases.

“Bankruptcy Code” means the United States Code (11 U.S.C. §§ 101, *et seq.*), as amended, and any successor statute, as in effect from time to time.

“Bankruptcy Court” has the meaning set forth in the recitals to the Agreement.

“Base Rate” means the greatest of (a) the Federal Funds Rate plus $\frac{1}{2}\%$, (b) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis), plus 1 percentage point, and (c) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its “prime rate”, with the understanding that the “prime rate” is one of Wells Fargo’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

“Base Rate Loan” means each portion of the Revolving Loans that bears interest at a rate determined by reference to the Base Rate.

“Base Rate Margin” has the meaning set forth in the definition of Applicable Margin.

“Bayside Sale” means a sale pursuant to Section 363 of the Bankruptcy Code of all or substantially all of the assets of the Borrowers to the Split Lien Agent or one or more of its affiliates.

“Benefit Plan” means a “defined benefit plan” (as defined in Section 3(35) of ERISA) for which Parent or any of its Subsidiaries or ERISA Affiliates has been an “employer” (as defined in Section 3(5) of ERISA) within the past six years.

“Bidding Procedure Order” has the meaning set forth in the Asset Purchase Agreement.

“Board of Directors” means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower” has the meaning specified therefor in the preamble to the Agreement.

“Borrower Materials” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Borrowing” means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Agent on behalf thereof), or by Swing Lender in the case of a Swing Loan, or by Agent in the case of an Extraordinary Advance.

“Borrowing Base” means, as of any date of determination, the result of:

(a) 85% of the amount of Eligible Accounts, less the amount, if any, of the Dilution Reserve, *plus*

(b) *the lower of*

(i) the product of 65% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers’ historical accounting practices) of Eligible Inventory (other than Eligible Slow Moving Inventory) at such time, and

(ii) the product of 85% multiplied by the Net Recovery Percentage identified in the most recent inventory appraisal ordered and obtained by Agent or the Co-Collateral Agents multiplied by the value (calculated at the lower of cost or market on a basis consistent with the Borrowers’ historical accounting practices) of Eligible Inventory (other than Eligible Slow Moving Inventory) (such determination may be made as to different categories of Eligible Inventory based upon the Net Recovery Percentage applicable to such categories) at such time, *plus*

(c) *the lowest of*

(i) the product of 65% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Inventory that is Eligible Slow Moving Inventory at such time,

(ii) the product of 85% multiplied by the Net Recovery Percentage identified in the most recent inventory appraisal ordered and obtained by Agent or the Co-Collateral Agents multiplied by the value (calculated at the lower of cost or market on a basis consistent with the Borrowers' historical accounting practices) of Eligible Inventory that is Eligible Slow Moving Inventory (such determination may be made as to different categories of Eligible Inventory based upon the Net Recovery Percentage applicable to such categories) at such time, and

(iii) the Slow Moving Cap, *minus*

(d) the sum of (without duplication) (i) Availability Reserve, (ii) the Bank Product Reserve, (iii) Carveout Expense Reserve, and (iv) the aggregate amount of reserves, if any, established by Co-Collateral Agents under Section 2.1(c) of the Agreement.

“Borrowing Base Certificate” means a certificate in the form of Exhibit B-1.

“Budget” means the initial budget (a copy of which is attached as Exhibit B-2), projecting operations for the ensuing six-month period and including, without limitation, (i) a thirteen-week cash flow forecast, (ii) a six-month consolidated balance sheet, income statement and statement of cash flows, and (iii) income statements by Business Segment, as amended, modified or supplemented from time to time, in the case of non-material amendments, modifications or supplements, with Agent's written consent and otherwise with the consent of each Lender; such thirteen-week cash flow forecast to be updated (in substantially the same format as the prior thirteen-week cash flow forecast) monthly by Borrowers in accordance with Section 5.1, submitted to Agent and, upon acceptance in writing by Agent in its sole discretion with respect to non-material updates and upon acceptance in writing by each Lender with respect to any other updates, the prior Budget, as modified by the updated thirteen-week cash flow forecast shall constitute the then Budget.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the state of Illinois, except that, if a determination of a Business Day shall relate to a LIBOR Rate Loan, the term “Business Day” also shall exclude any day on which banks are closed for dealings in Dollar deposits in the London interbank market.

“Business Segment Financial Statements” means the consolidated and consolidating monthly, quarterly and annual financial statements, including, in the case of clauses (w), (x) and (y) below, balance sheets, income statements, and statements of capital

expenditures, retained earnings and shareholders' equity, and Product Development Expense, and (in the case of clause (z) below) statements of revenue, gross margin, capital expenditures, and Product Development Expense, in any event in no less a level of detail than the financial statements provided to the Agent prior to the Closing Date, reflecting the performance of (w) the Accelerated Learning Business (accompanied by reconciling information in detail reasonably satisfactory to the Agent for any Reconcilable Inclusions with respect to the Accelerated Learning Business), (x) the Educational Resources Business, (y) each Business Segment on a standalone basis (accompanied, in the case of the Planner Business, by reconciling information in detail reasonably satisfactory to the Agent for any Reconcilable Inclusions with respect to the Planner Business), and (z) each Delta Business Sub-Segment on a standalone basis.

“Business Segments” means, collectively, each Accelerated Learning Business Segment and each Educational Resources Business Segment.

“Capitalized Lease Obligation” means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

“Capital Lease” means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

“Carveout” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Carveout Expense Reserve” means, as of any date of determination, a reserve established on account of the Carveout and Other Statutory Liabilities, in amounts not less than those set forth for such reserve amounts in the Budget from time to time unless otherwise agreed by Co-Collateral Agents.

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group (“S&P”) or Moody's Investors Service, Inc. (“Moody's”), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$1,000,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the

requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

“Cash Management Services” means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

“CFC” means a controlled foreign corporation (as that term is defined in the IRC).

“Change in Control” means that:

(a) any Person or two or more Persons acting in concert, shall have acquired beneficial ownership, directly or indirectly, of Equity Interests of Parent (or other securities convertible into such Equity Interests) representing 30% or more of the combined voting power of all Equity Interests of Parent entitled (without regard to the occurrence of any contingency) to vote for the election of members of the Board of Directors of Parent;

(b) any Person or two or more Persons acting in concert, shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Parent or control over the Equity Interests of such Person entitled to vote for members of the Board of Directors of Parent on a fully-diluted basis (and taking into account all such Equity Interests that such Person or group has the right to acquire pursuant to any option right) representing 30% or more of the combined voting power of such Equity Interests;

(c) during any period of 24 consecutive months commencing on or after the Closing Date, the occurrence of a change in the composition of the Board of Directors of Parent such that a majority of the members of such Board of Directors are not Continuing Directors;

(d) Parent fails to own and control, directly or indirectly, 100% of the Equity Interests of each other Loan Party;

(e) the occurrence of any “Change in Control” as defined in the Split Lien Credit Agreement; or

(f) the occurrence of any “Change of Control” as defined in the Convertible Note Indenture.

“Chief Restructuring Officer” means Mr. Thomas E. Hill, a representative of Alvarez & Marsal North America, LLC (“Alvarez & Marsal”), in his capacity as Chief Restructuring Officer duly appointed and authorized by Borrowers, on terms and conditions reasonably acceptable to Agent and Lenders.

“Closing Date” means the date of the making of the initial Revolving Loan (or other extension of credit) under the Agreement.

“Co-Collateral Agents” means, collectively, the Agent and GECC, each in its capacity as a co-collateral agent and any successor co-collateral agents.

“Code” means the New York Uniform Commercial Code, as in effect from time to time.

“Collateral” means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by Parent or its Subsidiaries in or upon which a Lien is granted by such Person in favor of Agent, Co-Collateral Agents or the Lenders under any of the Loan Documents. Without limitation of the foregoing, subject to the terms of the Interim Order and Final Order, the Collateral shall include all proceeds of any and all Avoidance Actions.

“Collateral Access Agreement” means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in Parent’s or its Subsidiaries’ books and records, Equipment, or Inventory, in each case, in form and substance reasonably satisfactory to Co-Collateral Agents.

“Commitment” means, with respect to each Lender, its Revolver Commitment, as the context requires, and, with respect to all Lenders, their Revolver Commitments, as the context requires, in each case as such Dollar amounts are set forth beside such Lender’s name under the applicable heading on Schedule C-1 to the Agreement or in the Assignment and Acceptance pursuant to which such Lender became a Lender under the Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

“Committees” means, collectively, the official committee of unsecured creditors and any other committee formed, appointed or approved in any Chapter 11 Case.

“Commodity Hedging Obligations” means any and all obligations of the Borrowers and their Subsidiaries under (a) any and all agreements, devices or arrangements designed to protect any Borrowers or any of their Subsidiaries from the fluctuations of commodity prices, commodity price cap or collar protection agreements, and commodity forward and future contracts, swaps, options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Compliance Certificate” means a certificate substantially in the form of Exhibit C-1 to the Agreement delivered by the chief financial officer of Administrative Borrower to Agent.

“Confidential Information” has the meaning specified therefor in Section 17.9(a) of the Agreement.

“Continuing Director” means (a) any member of the Board of Directors who was a director (or comparable manager) of Parent on the Closing Date, and (b) any individual who becomes a member of the Board of Directors after the Closing Date if such individual was approved, appointed or nominated for election to the Board of Directors by a majority of the Continuing Directors, but excluding any such individual originally proposed for election in opposition to the Board of Directors in office at the Closing Date in an actual or threatened election contest relating to the election of the directors (or comparable managers) of Parent and whose initial assumption of office resulted from such contest or the settlement thereof.

“Control Agreement” means a control agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by Parent or one of its Subsidiaries, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).

“Convertible Note Indenture” means that certain Indenture dated as of March 1, 2011 between Parent and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended or modified from time to time, in an aggregate original principal amount of \$157,500,000.

“Convertible Notes” means convertible subordinated notes due 2026 issued pursuant to the Convertible Note Indenture in an aggregate original principal amount of \$157,500,000.

“Copyright Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“Default” means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed to fund any amounts required to be funded by it under the Agreement within 1 Business Day of the date that it is required to do so under the Agreement (including the failure to make available to Agent amounts required pursuant to a Settlement or to make a required payment in connection with a Letter of Credit Disbursement), (b) notified the Administrative Borrower, Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under the Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under the Agreement or under other agreements generally (as reasonably determined by Agent) under which it has committed to extend credit, (d) failed, within 1 Business Day after written request by Agent, to confirm that it will comply with the terms of the Agreement relating to its obligations to fund any amounts required to be funded by it under the Agreement, (e) otherwise failed to pay over to Agent, any Co-Collateral Agent or any other Lender any other amount required to be paid by it under the Agreement within 1 Business Day of the date that it is required to do so under the Agreement, unless subject of a good faith dispute, or (f) (i) becomes or is insolvent or has a parent company that has become or is insolvent or

(ii) becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment.

“Defaulting Lender Rate” means (a) for the first 3 days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans that are Base Rate Loans (inclusive of the Base Rate Margin applicable thereto).

“Delta Business” means the Delta Business Sub-Segments collectively and taken as a whole.

“Delta Business Sub-Segments” means the collective reference to, and individually any one of, (i) Delta/FOSS, (ii) Frey Scientific, and (iii) Other Science Products.

“Delta/Foss” means the Delta and Refurbishment marketing units that are a sub-segment of the Delta Business that offers an inquiry-based elementary school science curriculum, including instructional and classroom resources and hands-on investigation materials, the Delta Science Module program, the FOSS (Full Option Science System) program and kit refill materials.

“Designated Account” means the Deposit Account of Administrative Borrower identified on Schedule D-1 to the Agreement (or such other Deposit Account of Administrative Borrower located at Designated Account Bank that has been designated as such, in writing, by Administrative Borrower to Agent).

“Designated Account Bank” has the meaning specified therefor in Schedule D-1 to the Agreement (or such other bank that is located within the United States that has been designated as such, in writing, by Administrative Borrower to Agent).

“Dilution” means, as of any date of determination, a percentage, based upon the experience of the immediately prior 12 months, that is the result of dividing the Dollar amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to Borrowers’ Accounts during such period, by (b) Borrowers’ billings with respect to Accounts during such period.

“Dilution Reserve” means, as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts by 1 percentage point for each percentage point by which Dilution is in excess of 5%.

“Disqualified Equity Interests” shall mean any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is

mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

“Dollars” or “\$” means United States dollars.

“Educational Resources Administrator” means the category within the Educational Resources Segment that offers basic classroom supplies, office products, janitorial and sanitation supplies, school equipment, technology products and paper.

“Educational Resources Business” means the Educational Resources Business Segments, collectively and taken as a whole.

“Educational Resources Business Segments” means the collective reference to, and individually any one of, (i) Educational Resources Educator, (ii) Educational Resources Administrator, and (iii) Educational Resources Furniture.

“Educational Resources Educator” means the category within the Educational Resources Segment that offers supplemental learning materials, teaching resources, upper-grade-level art supplies, early childhood products, physical education equipment and special needs equipment and classroom technology.

“Educational Resources Furniture” means the category within the Educational Resources Segment that offers classroom furniture, library furniture, cafeteria furniture, office furniture, fixed furniture such as bleachers and lockers, as well as construction and project management services.

“Eligible Accounts” means those Accounts created by a Borrower in the ordinary course of its business, that arise out of such Borrower’s sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that such criteria may be revised from time to time by Co-Collateral Agents in Co-Collateral Agents’ Permitted Discretion to address the results of any field examination performed by (or on behalf of) Agent and/or Co-Collateral Agents from time to time after the Closing Date. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, taxes, discounts, credits, allowances, and rebates. Eligible Accounts shall not include the following:

(a) Accounts that the Account Debtor has failed to pay within 90 days of original invoice date or within 60 days of original due date or Accounts with selling terms of more than 60 days (provided, that, during the period commencing on December 1st of each year

through May 31st of the immediately subsequent year, Accounts in an aggregate amount for all such Accounts not to exceed the lesser of (x) 70% of all Accounts outstanding more than 90 days past their original invoice date and (y) \$5,000,000 shall not be ineligible under this clause (a) as a result of being outstanding more than 90 days past original invoice date, so long as such Accounts are not unpaid more than 120 days past their original invoice date),

(b) Accounts owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above,

(c) Accounts with respect to which the Account Debtor is an Affiliate of a Borrower or an employee or agent of a Borrower or any Affiliate of a Borrower,

(d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,

(e) Accounts that are not payable in Dollars,

(f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or any state thereof or Canada or any province thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (A) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Agent and is directly drawable by Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Agent,

(g) Accounts with respect to which the Account Debtor is the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts (x) with respect to which the applicable Borrower has complied, to the reasonable satisfaction of Co-Collateral Agents, with the Assignment of Claims Act, 31 USC §3727 and (y) in an aggregate amount not to exceed \$2,000,000);

(h) Accounts with respect to which the Account Debtor is a creditor of a Borrower, has or has asserted a right of recoupment or setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of recoupment or setoff, or dispute,

(i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 10% (such percentage, as applied to a particular Account Debtor, being subject to reduction by Co-Collateral Agents in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that, in

each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Co-Collateral Agents based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which a Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,

(k) Accounts, the collection of which, Co-Collateral Agents, in their Permitted Discretion, believes to be doubtful, including by reason of the Account Debtor's financial condition,

(l) Accounts that are not subject to a valid and perfected first priority Agent's Lien, or are subject to a Lien other than the Liens of Agent and those permitted in clauses (a), (b), (c) and (q) of the definition of the term Permitted Liens (but as to Liens referred to in clause (c) only to the extent that Co-Collateral Agents have established a reserve in respect thereof),

(m) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor,

(n) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity,

(o) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by Borrowers of the subject contract for goods or services, or

(p) Accounts arising from or in connection with contracts or projects that are subject to a performance or surety bond.

"Eligible Inventory" means Inventory of a Borrower consisting of raw materials and finished goods, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that such criteria may be revised from time to time by Co-Collateral Agent in Co-Collateral Agents' Permitted Discretion to address the results of any field examination or appraisal performed by Agent and/or Co-Collateral Agents from time to time after the Closing Date. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if:

(a) the applicable Borrower does not have good, valid, and marketable title thereto,

(b) the applicable Borrower does not have actual and exclusive possession thereof (either directly or through a bailee or agent of such Borrower),

(c) it is not located at one of the locations in the continental United States set forth on Schedule E-1 to the Agreement (or in-transit from one such location to another such location),

(d) it is in-transit to or from a location of the applicable Borrower (other than in-transit from one location set forth on Schedule E-1 to the Agreement to another location set forth on Schedule E-1 to the Agreement); unless such inventory is in transit outside of, but on route to, the United States of America (including its inland waterways), is fully insured and the title documents in respect thereof (x) are negotiable, (y) are in the possession of a Title Document Agent, and (z) have been consigned and issued as follows: "to the order of a Title Document Agent, as agent for secured party, Wells Fargo Capital Finance, LLC, which secured party has a security interest in the goods covered by this document"; provided, that the maximum amount of in-transit inventory not located in the United States of America (including its inland waterways) at any one time included as Eligible Inventory shall not exceed \$2,500,000,

(e) it is located on real property leased by the applicable Borrower, in a contract warehouse or with a processor, in each case, unless a Landlord Reserve is in place for such location or it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises,

(f) it is the subject of a bill of lading or other document of title,

(g) it is not subject to a valid and perfected first priority Agent's Lien, or is subject to a Lien other than the Liens of Agent and those permitted in clauses (a), (b), (c), (g), (p) and (q) of the definition of the term Permitted Liens (but as to Liens referred to in clause (c), (g) and (p) only to the extent that Co-Collateral Agents have established a reserve in respect thereof),

(h) it consists of goods returned or rejected by a Borrower's customers,

(i) it consists of goods that are obsolete or slow moving, restrictive or custom items, work-in-process or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed in a Borrower's business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment; provided, that, Eligible Slow Moving shall not be ineligible under this clause (i) as a result of being slow moving, provided, further, that, if Borrowers have not sold any Inventory of a particular type or category during the then immediately preceding 12 consecutive month period, such type or category of Inventory shall be deemed ineligible as slow moving under this clause (i),

(j) it is subject to third party trademark, or other intellectual property, licensing or proprietary rights, unless Co-Collateral Agents are satisfied that such Inventory can be freely sold by Agent on and after the occurrence of an Event of a Default (without Agent infringing any rights of, or incurring any liabilities to, any licensor or owner of such third party rights) despite such third party rights, or

(k) it is located at any site if the aggregate book value of Inventory at such location is less than \$100,000.

“Eligible Slow Moving Inventory” means Inventory of the type or category that Borrowers then have a supply of 52 weeks or more (based on sales over the then preceding 12 consecutive month period) unless Borrowers have not sold any Inventory of such type or category during the then immediately preceding 12 consecutive month period.

“Eligible Transferee” means (a) any Lender (other than a Defaulting Lender), any Affiliate of any Lender and any Related Fund of any Lender; and (b) (i) a commercial bank organized under the laws of the United States or any state thereof, and having total assets in excess of \$1,000,000,000; (ii) a savings and loan association or savings bank organized under the laws of the United States or any state thereof, and having total assets in excess of \$1,000,000,000; (iii) a commercial bank organized under the laws of any other country or a political subdivision thereof; provided that (A) (x) such bank is acting through a branch or agency located in the United States or (y) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country, and (B) such bank has total assets in excess of \$1,000,000,000; (c) any other entity (other than a natural person) that is an “accredited investor” (as defined in Regulation D under the Securities Act) that extends credit or buys loans as one of its businesses including insurance companies, investment or mutual funds and lease financing companies, and having total assets in excess of \$1,000,000,000; (d) if no Event of Default exists, any Person (other than any natural Person); and (e) during the continuation of an Event of Default, any other Person approved by Agent; provided, that, except in connection with the exercise of any purchase right under Section 10 of the Split Lien Intercreditor Agreement, “Eligible Transferee” shall exclude any holder of any Indebtedness arising under the Split Lien Documents.

“Environmental Action” means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of Environmental Laws or releases of Hazardous Materials (a) from any assets, properties, or businesses of Parent, any Subsidiary of Parent, or any of their predecessors in interest, (b) from adjoining properties or businesses, or (c) from or onto any facilities which received Hazardous Materials generated by Parent, any Subsidiary of Parent, or any of their predecessors in interest.

“Environmental Law” means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on Parent or its Subsidiaries, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

“Environmental Liabilities” means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities.

“Equipment” means equipment (as that term is defined in the Code).

“Equity Interest” means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto.

“ERISA Affiliate” means (a) any Person subject to ERISA whose employees are treated as employed by the same employer as the employees of Parent or its Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA whose employees are treated as employed by the same employer as the employees of Parent or its Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which Parent or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is a party to an arrangement with Parent or any of its Subsidiaries and whose employees are aggregated with the employees of Parent or its Subsidiaries under IRC Section 414(o).

“Event of Default” has the meaning specified therefor in Section 8 of the Agreement.

“Exchange Act” means the Securities Exchange Act of 1934, as in effect from time to time.

“Excluded Taxes” means (i) any tax imposed on the net income or net profits of any Lender or any Participant (including any branch profits taxes), in each case imposed by the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender or such Participant is organized or the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender’s or such Participant’s principal office is located in each case as a result of a present or former connection between such Lender or such Participant and the jurisdiction or taxing authority imposing the tax (other than any such connection arising solely from such Lender or such Participant having executed, delivered or performed its obligations or received payment under, or enforced its rights or remedies under the Agreement or

any other Loan Document); (ii) taxes resulting from a Lender's or a Participant's failure to comply with the requirements of Section 16.2 of the Agreement, and (iii) any United States federal withholding taxes that would be imposed on amounts payable to a Foreign Lender based upon the applicable withholding rate in effect at the time such Foreign Lender becomes a party to the Agreement (or designates a new lending office), except that Taxes shall include (A) any amount that such Foreign Lender (or its assignor, if any) was previously entitled to receive pursuant to Section 16.1 of the Agreement, if any, with respect to such withholding tax at the time such Foreign Lender becomes a party to the Agreement (or designates a new lending office), and (B) additional United States federal withholding taxes that may be imposed after the time such Foreign Lender becomes a party to the Agreement (or designates a new lending office), as a result of a change in law, rule, regulation, order or other decision with respect to any of the foregoing by any Governmental Authority.

“Existing Agent” means Wells Fargo Capital Finance, LLC in its capacity as the administrative agent to the Existing Lenders.

“Existing Bank Product Obligations” means “Bank Product Obligations” as defined in the Existing Loan Agreement.

“Existing Lenders” means the financial institutions party to the Existing Loan Agreement, and each of their respective successors and assigns.

“Existing Letter of Credit” has the meaning set forth in Section 2.11(n).

“Existing Loan Agreement” means that certain Credit Agreement dated as of May 22, 2012 by and among Existing Agent, as Administrative Agent, Existing Agent and General Electric Capital Corporation as Co-Collateral Agents, the lenders party thereto and Borrowers as amended from time to time.

“Existing Loan Documents” all documents, agreements and orders that evidence or govern the Existing Secured Obligations, including, without limitation, the items described on Schedule E-2, in each case, as the same has been amended, restated, supplemented or otherwise modified from time to time.

“Existing Secured Obligations” means all outstanding principal, accrued interest, accrued fees and expenses and any other indebtedness and amounts owing to Existing Lenders (or the agents therefor) under the Existing Loan Documents and all Existing Bank Product Obligations.

“Existing Split Lien Agent” means the “Term Loan Agent” as defined in the Existing Split Lien Intercreditor Agreement.

“Existing Split Lien Credit Agreement” means that certain Credit Agreement dated as of May 22, 2012, by and among Borrowers, Select Agendas, Corp., Existing Split Lien Agent and the lenders from time to time party thereto, as amended from time to time to the extent permitted under the Existing Split Lien Intercreditor Agreement.

“Existing Split Lien Documents” means the “Term Loan Documents” as defined in the Split Lien Intercreditor Agreement (as in effect on the date hereof).

“Existing Split Lien Indebtedness” means “Term Loan Debt” as defined in the Existing Split Lien Intercreditor Agreement.

“Existing Split Lien Intercreditor Agreement” means that certain Intercreditor Agreement dated as May 22, 2012, between Existing Agent and Existing Split Lien Agent and acknowledged by the Loan Parties, as amended or modified from time to time.

“Existing Split Lien Priority Collateral” means the “Term Loan Priority Collateral” as defined in the Existing Split Lien Intercreditor Agreement.

“Extraordinary Advances” has the meaning specified therefor in Section 2.3(d)(ii) of the Agreement.

“Extraordinary Receipts” means (a) so long as no Event of Default has occurred and is continuing, proceeds of judgments, proceeds of settlements, or other consideration of any kind received in connection with any cause of action or claim, and (b) if an Event of Default has occurred and is continuing, any payments received by Parent or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.4(e)(ii) of the Agreement) consisting of (i) proceeds of judgments, proceeds of settlements, or other consideration of any kind received in connection with any cause of action or claim, (ii) indemnity payments (other than to the extent such indemnity payments are immediately payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and (iii) any purchase price adjustment received in connection with any purchase agreement.

“Fee Letter” means that certain fee letter, dated as of even date with the Agreement, between Borrowers and Agent, in form and substance satisfactory to Agent.

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds brokers of recognized standing selected by it.

“Filing Date” has the meaning set forth in the recitals hereto.

“Final Order” means the order of the Bankruptcy Court entered in the Bankruptcy Cases after a final hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, in the form attached as Exhibit F-1, modified only to include provisions of the Interim Order that are not to be effective until the entry of the “Final Order” (as defined in the Interim Order).

“Financing Order” means, (i) until the entry of the Final Order, the Interim Order, and (ii) after the entry of the Final Order, the Final Order, together with (a) all non-material amendments, modifications and supplements to such Interim Order or Final Order, as applicable, which are acceptable to Agent in its sole and absolute discretion and (b) all material amendments, modifications and supplements to such Interim Order or Final Order, as applicable, which are acceptable to each Lender.

“Flow of Funds Agreement” means a flow of funds agreement, dated as of even date herewith, in form and substance reasonably satisfactory to Agent, executed and delivered by each Loan Party and Agent.

“Foreign Lender” means any Lender or Participant that is not a United States person within the meaning of IRC section 7701(a)(30).

“Frey Scientific” means the marketing unit that is a sub-segment of the Delta Business that offers a line of science supplies and equipment for k-12 classrooms and science labs, as well as lab design services and furniture.

“Funding Date” means the date on which a Borrowing occurs.

“Funding Losses” has the meaning specified therefor in Section 2.12(b)(ii) of the Agreement.

“FX and Currency Option Obligations” means any and all obligations of the Borrowers and their Subsidiaries, whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under any and all agreements, devices or arrangements designed to protect any Borrower or any of their Subsidiaries from variations in the comparative value of currencies, including foreign exchange purchase and future purchase transactions, currency options, currency swaps and cross currency rate swaps.

“GECC” means General Electric Capital Corporation, a Delaware corporation.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

“Governing Documents” means, with respect to any Person, the certificate or articles of incorporation, by-laws, or other organizational documents of such Person.

“Governmental Authority” means any federal, state, local, or other governmental or administrative body, instrumentality, board, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

“Guarantor” means (a) each Subsidiary of Parent (other than a Borrower) and (b) each other Person that becomes a guarantor of the Obligations after the Closing Date pursuant to Section 5.11 of the Agreement.

“Guaranty and Security Agreement” means a guaranty and security agreement, dated as of even date with the Agreement, in form and substance reasonably satisfactory to Co-Collateral Agents, executed and delivered by each Borrower and each Guarantor to Agent.

“Hazardous Materials” means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or “EP toxicity”, (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

“Health Business” means a segment of the Accelerated Learning Business that offers physical education and health solutions under the SPARK brand.

“Hedge Agreement” means a “swap agreement” as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

“Hedge Obligations” means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Parent or its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers.

“Hedge Provider” means any Lender or any of its Affiliates; provided, that no such Person shall constitute a Hedge Provider unless and until (x) in the case of Wells Fargo or its Affiliates, Agent shall have received a Bank Product Provider Agreement from such Person and with respect to the applicable Hedge Agreement prior to the date that is 10 days after the execution and delivery of such Hedge Agreement with Parent or its Subsidiaries, or (y) in the case of any other Person, Agent shall have received a Bank Product Provider Agreement from such Person and with respect to the applicable Hedge Agreement within 10 days after the execution and delivery of such Hedge Agreement with Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Hedge Providers and the obligations with respect to Hedge Agreements entered into with such former Lender or any of its Affiliates shall no longer constitute Hedge Obligations.

“Indebtedness” as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any

asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices and, for the avoidance of doubt, other than royalty payments payable in the ordinary course of business in respect of non-exclusive licenses), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above; *provided* that reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn shall not constitute Indebtedness. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

“Indemnified Liabilities” has the meaning specified therefor in Section 10.3 of the Agreement.

“Indemnified Person” has the meaning specified therefor in Section 10.3 of the Agreement.

“Indemnified Taxes” means, any Taxes other than Excluded Taxes.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief (including the Bankruptcy Cases).

“Intercompany Subordination Agreement” means an intercompany subordination agreement, dated as of even date with the Agreement, executed and delivered by Parent, each of its Subsidiaries each of the other Loan Parties, and Agent, the form and substance of which is reasonably satisfactory to Agent.

“Interest Period” means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Base Rate Loan to a LIBOR Rate Loan) and ending 14 days or 1, 2, 3 or 6 months thereafter; provided, that (a) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (b) any Interest Period that would end

on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (c) with respect to an Interest Period of a month or greater that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2, 3 or 6 months after the date on which the Interest Period began, as applicable, and (d) Borrowers may not elect an Interest Period which will end after the Maturity Date.

“Interim Order” means the order of the Bankruptcy Court entered in the Bankruptcy Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, in the form attached as Exhibit F-1.

“Inventory” means inventory (as that term is defined in the Code).

“Inventory Reserves” means, as of any date of determination, (a) Landlord Reserves, and (b) those reserves that Co-Collateral Agents deem necessary or appropriate, in their Permitted Discretion and subject to Section 2.1(c), to establish and maintain (including reserves for slow moving Inventory and Inventory shrinkage) with respect to Eligible Inventory or the Maximum Revolver Amount.

“Investment” means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) bona fide accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

“IRC” means the Internal Revenue Code of 1986, as in effect from time to time.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“Issuer Document” means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of Issuing Lender or Underlying Issuer and relating to such Letter of Credit.

“Issuing Lender” means WFCF or any other Lender that, at the request of Administrative Borrower and with the consent of Agent, agrees, in such Lender’s sole discretion, to become an Issuing Lender for the purpose of issuing Letters of Credit or Reimbursement Undertakings pursuant to Section 2.11 of the Agreement and Issuing Lender shall be a Lender.

“Landlord Reserve” means, as to each location at which any Loan Party has Inventory or books and records located and as to which a Collateral Access Agreement has not been received by Agent, (x) in the case of real property leased by the applicable Borrower, a reserve in an amount equal to the greater of (a) the number of months’ rent for which the landlord will have, under applicable law, a Lien in the Inventory of such Loan Party to secure the payment of rent or other amounts under the lease relative to such location, and (b) 3 months’ rent under the lease relative to such location and (y) in the case of any other location, a reserve in an amount determined by Co-Collateral Agents in their Permitted Discretion.

“Lease” means a lease, license, concession, occupancy agreement or other agreement (written or oral, now or at any time in effect) which grants to any Person a possessory interest in, or the right to use, all or any part of a parcel of Real Property.

“Leased Real Property” means any leasehold interest in Real Property of any Loan Party as lessee, sublessee or the like under any Lease.

“Lender” has the meaning set forth in the preamble to the Agreement, shall include Issuing Lender and the Swing Lender, and shall also include any other Person made a party to the Agreement pursuant to the provisions of Section 13.1 of the Agreement and “Lenders” means each of the Lenders or any one or more of them.

“Lender Group” means each of the Lenders (including Issuing Lender and the Swing Lender), each of the Co-Collateral Agents and Agent, or any one or more of them.

“Lender Group Expenses” means all (a) costs or expenses (including taxes and insurance premiums) required to be paid by Parent or its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) documented out-of-pocket fees or charges paid or incurred by Agent and each Co-Collateral Agent in connection with the Lender Group’s transactions with Parent or its Subsidiaries under any of the Loan Documents, including, fees or charges for background checks, OFAC/PEP searches, photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, appraisal (including periodic collateral appraisals or business valuations to the extent of the fees and charges (and up to the amount of any limitation) contained in the Agreement or the Fee Letter), real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent’s customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of Borrowers (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (d) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (e) reasonable documented out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective

of whether a sale is consummated, (f) field examination, appraisal, and valuation fees and expenses of Agent and each Co-Collateral Agent related to any field examinations, appraisals, or valuation to the extent of the fees and charges (and up to the amount of any limitation) provided in [Section 2.10](#) of the Agreement, (g) Agent's reasonable costs and expenses (including reasonable documented attorneys' fees and expenses) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Agent's Liens in and to the Collateral, or the Lender Group's relationship with Parent or any of its Subsidiaries, (h) Agent's and each Co-Collateral Agent's reasonable documented costs and expenses (including reasonable documented attorneys' fees and due diligence expenses) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to CUSIP, DXSyndicate™, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities), or amending, waiving, or modifying the Loan Documents, (i) Agent's, each Co-Collateral Agent and each Lender's reasonable documented costs and expenses (including reasonable documented attorneys', accountants', consultants', and other advisors' fees and expenses) incurred in terminating, enforcing (including attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with any of the Bankruptcy Cases or with such other "workout," a "restructuring," or an Insolvency Proceeding concerning Parent or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral, including any such costs and expenses incurred in connection with any action to lift the automatic stay of Section 362 of the Bankruptcy Code, or any other action or participation by any member of the Lender Group in the Bankruptcy Cases, including any contested matters or adversary proceedings, to the extent related to any of the foregoing, and (j) the fees, charges, commissions and costs provided for in [Section 2.11\(j\)](#) of the Agreement (including any fronting fees) and all other fees, charges, commissions, costs and expenses for amendments, renewals, extensions, transfers, or drawings from time to time charged by the Underlying Issuer or incurred or charged by Issuing Lender in respect of Letters of Credit and out-of-pocket fees, costs, and expenses charged by the Underlying Issuer or incurred or charged by Issuing Lender in connection with the issuance, amendment, renewal, extension, or transfer of, or drawing under, any Letter of Credit or any demand for payment thereunder.

"[Lender Group Representatives](#)" has the meaning specified therefor in [Section 17.9](#) of the Agreement.

"[Lender-Related Person](#)" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"[Letter of Credit](#)" means a letter of credit (as that term is defined in the Code) issued by Issuing Lender or a letter of credit (as that term is defined in the Code) issued by Underlying Issuer, as the context requires.

"[Letter of Credit Collateralization](#)" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Agent, including provisions that specify

that the Letter of Credit Fees and all fees, charges and commissions provided for in Section 2.11(j) of the Agreement (including any fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Agent for the benefit of the Revolving Lenders in an amount equal to 110% of the then existing Letter of Credit Usage, (b) delivering to Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to Agent and Issuing Lender, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance reasonably satisfactory to Agent, from a commercial bank acceptable to Agent (in its sole discretion) in an amount equal to 110% of the then existing Letter of Credit Usage (it being understood that the Letter of Credit Fee and all fronting fees set forth in the Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

“Letter of Credit Disbursement” means a payment made by Issuing Lender or Underlying Issuer pursuant to a Letter of Credit.

“Letter of Credit Exposure” means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Letter of Credit Usage on such date.

“Letter of Credit Fee” has the meaning specified therefor in Section 2.6(b) of the Agreement.

“Letter of Credit Usage” means, as of any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit.

“LIBOR Deadline” has the meaning specified therefor in Section 2.12(b)(i) of the Agreement.

“LIBOR Notice” means a written notice in the form of Exhibit L-1.

“LIBOR Option” has the meaning specified therefor in Section 2.12(a) of the Agreement.

“LIBOR Rate” means the rate per annum rate appearing on Macro*World's (www.mworld.com; the “Service”) Page BBA LIBOR - USD (or on any successor or substitute page of such Service, or any successor to or substitute for such Service) 2 Business Days prior to the commencement of the requested Interest Period, for a term, and in an amount, comparable to the Interest Period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with the Agreement (and, if any such rate is below zero, the LIBOR Rate shall be deemed to be zero), which determination shall be made by Agent and shall be conclusive in the absence of manifest error.

“LIBOR Rate Loan” means each portion of a Revolving Loan that bears interest at a rate determined by reference to the LIBOR Rate.

“LIBOR Rate Margin” has the meaning set forth in the definition of Applicable Margin.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing, including all “liens” as defined by Section 101(37) of the Bankruptcy Code.

“Loan” shall mean any Revolving Loan (including any Swing Loan or Extraordinary Advance) made (or to be made) hereunder.

“Loan Account” has the meaning specified therefor in Section 2.9 of the Agreement.

“Loan Documents” means the Agreement, the Financing Order, the Control Agreements, the Copyright Security Agreement, any Borrowing Base Certificate, the Fee Letter, the Guaranty and Security Agreement, the Intercompany Subordination Agreement, any Issuer Documents, the Letters of Credit, the Mortgages, the Patent Security Agreement, the Trademark Security Agreement, any note or notes executed by a Borrower in connection with the Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by Parent or any of its Subsidiaries and any member of the Lender Group in connection with the Agreement.

“Loan Party” means any Borrower or any Guarantor.

“Management Incentive Plan” means the management incentive plan proposed by the Loan Parties and in form and substance acceptable to Agent and Required Lenders.

“Margin Stock” as defined in Regulation U of the Board of Governors as in effect from time to time.

“Material Adverse Effect” means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of Parent and its Subsidiaries, taken as a whole, or the Accelerated Learning Business taken as a whole, in each instance except for the filing, commencement and continuation of the Bankruptcy Cases and the events that customarily result from the filing, commencement and continuation of the Bankruptcy Cases (including any litigation resulting therefrom), (b) a material impairment of Parent’s and its Subsidiaries’ ability to perform their obligations under the Loan Documents to which they are parties or of the Lender Group’s ability to enforce the Obligations or realize upon the Collateral (other than as a result of as a result of an action taken or not taken that is solely in the control of Agent), or (c) a material impairment of the enforceability or priority of Agent’s Liens with respect to all or a material portion of the Collateral as a result of an action or failure to act on the part of Parent or its Subsidiaries.

“Maturity Date” means June 30, 2013.

“Maximum Revolver Amount” means \$175,000,000, decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c) of the Agreement.

“Milestones” has the meaning set forth in Section 5.16.

“Moody’s” has the meaning specified therefor in the definition of Cash Equivalents.

“Mortgages” means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by Parent or its Subsidiaries in favor of Agent, in form and substance reasonably satisfactory to Co-Collateral Agents, that encumber the Real Property Collateral.

“Net Cash Proceeds” means:

(a) with respect to any sale or disposition by Parent or any of its Subsidiaries of assets, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of Parent or its Subsidiaries, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than (A) Indebtedness owing to Agent, any Co-Collateral Agent or any Lender under the Agreement or the other Loan Documents, (B) Indebtedness under the Split Lien Documents and (C) Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses in the Budget related thereto and required to be paid by Parent or such Subsidiary in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities by Parent or such Subsidiary in connection with such sale or disposition, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction; and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, (B) for any liabilities associated with such sale or casualty, to the extent such reserve is required by GAAP, and (C) for the payment of unassumed liabilities relating to the assets sold or otherwise disposed of at the time of, or within 30 days after, the date of such sale or other disposition, to the extent that in each case the funds described above in this clause (iv) are (x) consented to by Agent in advance in writing and deposited into escrow with a third party escrow agent or set aside in a separate Deposit Account that is subject to a Control Agreement in favor of Agent and (y) paid to Agent as a prepayment of the applicable Obligations in accordance with Section 2.4(e) of the Agreement at such time when such amounts are no longer required to be set aside as such a reserve; and

(b) with respect to the issuance or incurrence of any Indebtedness by Parent or any of its Subsidiaries, or the issuance by Parent or any of its Subsidiaries of any Equity Interests, the aggregate amount of cash received (directly or indirectly) from time to time

(whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of Parent or such Subsidiary in connection with such issuance or incurrence, after deducting therefrom only (i) reasonable fees, commissions, and expenses in the Budget related thereto and required to be paid by Parent or such Subsidiary in connection with such issuance or incurrence, (ii) taxes paid or payable to any taxing authorities by Parent or such Subsidiary in connection with such issuance or incurrence, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction.

“Net Recovery Percentage” means, as of any date of determination, the percentage of the book value of any category of Borrowers’ Inventory that is estimated to be recoverable in an orderly liquidation of such Inventory net of all associated costs and expenses of such liquidation, such percentage to be determined as to each category of Inventory and to be as specified in the most recent appraisal received by Agent from an appraisal company selected by Co-Collateral Agents, it being acknowledged and agreed that such percentages shall, to the extent set forth in such appraisal, vary between the “busy” season (initially, which shall be deemed to be the period commencing on May 1st through September 30 of each year or, thereafter, 30 days prior to the corresponding dates of the “busy” season set forth in any subsequent appraisal) and the “non-busy” season. For avoidance of doubt, Inventory of the type that Borrowers then have a supply of 52 weeks or more and less than 104 weeks (based on sales over the then preceding 12 consecutive month period) shall be considered one category and Inventory of the type that Borrowers then have a supply of more than 104 weeks (based on sales over the then preceding 12 consecutive month period) shall be considered a separate category.

“Non-Consenting Lender” has the meaning specified therefor in Section 14.2(a) of the Agreement.

“Non-Defaulting Lender” means each Lender other than a Defaulting Lender.

“Obligations” means (a) all loans (including the Revolving Loans (inclusive of Extraordinary Advances and Swing Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Reimbursement Undertakings or with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to the Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by the Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that any Borrower is required to pay or reimburse by the Loan

Documents or by law or otherwise in connection with the Loan Documents, (b) all debts, liabilities, or obligations (including reimbursement obligations, irrespective of whether contingent) owing by any Borrower or any other Loan Party to an Underlying Issuer now or hereafter arising from or in respect of an Underlying Letters of Credit, and (c) all Bank Product Obligations. Without limiting the generality of the foregoing, the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Revolving Loans, (ii) interest accrued on the Revolving Loans, (iii) the amount necessary to reimburse Issuing Lender for amounts paid or payable pursuant to Letters of Credit or Reimbursement Undertakings and the amount necessary to reimburse Underlying Issuer for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, charges, expenses, and fees, (v) Lender Group Expenses, (vi) fees payable under the Agreement or any of the other Loan Documents, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in the Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Other Science Projects” means the marketing units that are sub-segments of the Delta Business that offer grade 6-12 learning systems that integrate textbooks, equipment and technology under the CPO Science brand, a supplementary science curriculum under the NEO/SCI brand and SCIS brands, and a math curriculum, supplementary products and manipulatives primarily under the ThinkMath brand.

“Other Statutory Liabilities” means accrued and unpaid statutory liabilities of the Loan Parties which may result in claims that have lien priority or priority of payment over all or any portion of the Obligations, are a statutory trust and/or which are legally required to be paid prior to the repayment in full of such Obligations, other than the amount of those liabilities included in the Carveout.

“Originating Lender” has the meaning specified therefor in Section 13.1(e) of the Agreement.

“Overadvance” means, as of any date of determination, that the Revolver Usage is greater than any of the limitations set forth in Section 2.1 or Section 2.11.

“Parent” has the meaning specified therefor in the preamble to the Agreement.

“Participant” has the meaning specified therefor in Section 13.1(e) of the Agreement.

“Participant Register” has the meaning set forth in Section 13.1(i) of the Agreement.

“Patent Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“Patriot Act” has the meaning specified therefor in Section 4.13 of the Agreement.

“Permitted Discretion” means a determination made in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Dispositions” means:

(a) sales, abandonment, or other dispositions of Equipment that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business and leases or subleases of Real Property not useful in the conduct of the business of Parent and its Subsidiaries,

(b) sales of Inventory to buyers in the ordinary course of business,

(c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of the Agreement or the other Loan Documents,

(d) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(e) any sale or other disposition described in Schedule 5.16 or Schedule 6.4, and

(f) the making of Permitted Investments.

“Permitted Indebtedness” means, without duplication:

(a) Indebtedness evidenced by the Agreement or the other Loan Documents, as well as Indebtedness owed to Underlying Issuers with respect to Underlying Letters of Credit,

(b) Existing Secured Obligations, including any Indebtedness reinstated by the Bankruptcy Court and constituting Reinstated Existing Secured Obligations,

(c) Indebtedness set forth on Schedule 4.14 to the Agreement,

(d) Permitted Purchase Money Indebtedness,

(e) endorsement of instruments or other payment items for deposit,

(f) Permitted Surety Bonds in an aggregate amount not to exceed \$30,000,000,

(g) Indebtedness permitted to be incurred in accordance with the Financing Order,

(h) the incurrence by Parent or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with Parent’s and its Subsidiaries’ operations and not for speculative purposes,

(i) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called “procurement cards” or “P-cards”), or Cash Management Services,

(j) Indebtedness composing Permitted Investments,

(k) Indebtedness outstanding under the Existing Split Lien Documents,

(l) Indebtedness outstanding under the Split Lien Documents (and any refinancing of such Indebtedness to the extent such refinancing is permitted by, and subject to the terms of, the Split Lien Intercreditor Agreement as in effect on the date hereof) in an aggregate principal amount not to exceed \$50,000,000 (plus interest, fees and expenses paid in kind),

(m) Indebtedness under the Convertible Notes in an aggregate principal amount not to exceed \$157,500,000 (plus accreted principal), and

(n) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness.

“Permitted Intercompany Advances” means loans and other Investments made by (a) a Loan Party to another Loan Party other than Parent, (b) a Subsidiary of Parent that is not a Loan Party to another Subsidiary of Parent that is not a Loan Party, and (c) a Subsidiary of Parent that is not a Loan Party to a Loan Party, so long as the parties thereto are party to the Intercompany Subordination Agreement.

“Permitted Investments” means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,

(c) advances made in connection with purchases of goods or services in the ordinary course of business,

(d) deposits of cash outstanding on the Filing Date made in the ordinary course of business to secure performance of operating leases,

(e) Permitted Intercompany Advances,

(f) Investments owned by any Loan Party or any of its Subsidiaries on the Closing Date and set forth on Schedule P-1 to the Agreement, and

(g) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries.

“Permitted Liens” means

(a) Liens granted to, or for the benefit of, Agent to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Agent’s Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of the Agreement,

(d) Liens set forth on Schedule P-2 to the Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to the Agreement shall only secure the Indebtedness that it secures on the Closing Date,

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements,

(f) purchase money Liens or the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as (i) such Lien attaches only to the asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures the Indebtedness that was incurred to acquire the asset purchased or acquired,

(g) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure Parent’s and its Subsidiaries’ obligations in connection with worker’s compensation or other unemployment insurance,

(i) Liens on amounts deposited to secure Parent’s and its Subsidiaries’ obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on amounts deposited to secure Parent’s and its Subsidiaries reimbursement obligations with respect to Permitted Surety Bonds permitted pursuant to clause (f) of the definition of Permitted Indebtedness,

(k) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof,

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- (l) Liens granted or authorized by the Financing Orders, including, without limitation, replacement Liens granted to Existing Agent,
 - (m) Liens on Collateral securing the Existing Split Lien Indebtedness,
 - (n) Liens on Collateral securing the Indebtedness under the Split Lien Documents subject to the Split Lien Intercreditor Agreement,
 - (o) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and in existence on the Filing Date,
 - (p) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of Deposit Accounts that are subject to Control Agreements in the ordinary course of business,
 - (q) Liens in favor of customs and revenue authorities arising on or prior to the Filing Date as a matter of law to secure payment of customs duties not yet delinquent in connection with the importation of goods, and
 - (r) Liens granted to, or for the benefit of, Agent to secure the Existing Secured Obligations.

"Permitted PMM/Capital Lease Debt" means Capitalized Lease Obligations and purchase money Indebtedness with respect to fixed assets (i) outstanding on the Closing Date and set forth on Schedule 4.14 hereof and described as such on such Schedule and (ii) incurred after the Closing Date in an aggregate principal amount for all such Capitalized Lease Obligations and purchase money Indebtedness not to exceed \$500,000 outstanding at any time, provided that such Capitalized Lease Obligations and purchase money Indebtedness are entered into in connection with, and at the time of or no later than 20 days after, the acquisition by the Borrowers of equipment useful and used in the ordinary course of the Borrowers' business and the principal amount of such Capitalized Lease Obligations and purchase money Indebtedness when incurred does not exceed the purchase price of the property financed, and no such Capitalized Lease Obligations and purchase money Indebtedness shall be refinanced for a principal amount in excess of the principal amount refinanced.

"Permitted Priority Liens" means all Permitted Liens permitted to have priority over the Liens in favor of Agent and Lenders, solely to the extent that such Liens are valid, perfected and non-avoidable as of the Filing Date, subject to the terms of the Financing Order and otherwise agreed to by Agent.

"Permitted Protest" means the right of Parent or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment, provided that (a) a reserve with respect to such obligation is established on Parent's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by Parent or its Subsidiary, as applicable, in good faith, and (c) Agent is satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

“Permitted Purchase Money Indebtedness” means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred after the Closing Date and at the time of, or within 20 days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof, in an aggregate principal amount outstanding at any one time not in excess of \$500,000.

“Permitted Senior Liens” means Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, the interests of lessors under Capital Leases, and, solely with respect to the Split Lien Priority Collateral, Liens securing the Indebtedness under the Split Lien Documents.

“Permitted Surety Bonds” means unsecured guarantees and reimbursement obligations incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations.

“Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“Planner Business” means the business unit comprised of Premier Agendas, Inc., Premier School Agendas, Ltd. and Select Agendas, Corp.

“Platform” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Product Development Expense” means, for any period, the capitalized cash investment on product development for such period.

“Professional Fee Line Items” has the meaning specified therefor in Section 6.15 of the Agreement.

“Projected Information” means (i) the projected weekly operating cash receipts for each week, (ii) the projected weekly disbursements for each week (iii) the projected net weekly cash flow for each week, (iv) the projected weekly net sales for each week, (v) the projected Availability for each week, (v) the projected aggregate principal amount of Obligations outstanding for each week and (vi) such other information that Agent may request.

“Projections” means Parent’s forecasted (a) balance sheets, (b) profit and loss statements, and (c) cash flow statements, all prepared on a basis consistent with Parent’s historical financial statements, together with appropriate supporting details and a statement of underlying assumptions.

“Pro Rata Share” means, as of any date of determination:

(a) with respect to a Lender’s obligation to make all or a portion of the Revolving Loans, with respect to such Lender’s right to receive payments of interest, fees, and principal with respect to the Revolving Loans, and with respect to all other computations and other matters related to the Revolver Commitments or the Revolving Loans, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders,

(b) with respect to a Lender’s obligation to participate in the Letters of Credit, with respect to such Lender’s obligation to reimburse Issuing Lender, and with respect to such Lender’s right to receive payments of Letter of Credit fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders; provided, that if all of the Revolving Loans have been repaid in full and all Revolver Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share under this clause shall be determined as if the Revolver Commitments had not been terminated and based upon the Revolver Commitments as they existed immediately prior to their termination, and

(c) [intentionally omitted]

(d) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 15.7 of the Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.1; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Revolving Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Revolving Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

“Protective Advances” has the meaning specified therefor in Section 2.3(d)(i) of the Agreement.

“Public Lender” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Qualified Cash” means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Parent and its Subsidiaries that is in Deposit Accounts or in Securities Accounts, or any combination thereof, and which such Deposit Account or Securities Account is the subject of a Control Agreement and is maintained by a branch office of the bank or securities intermediary located within the United States.

“Qualified Equity Interest” means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

“Rate Hedging Obligations” means any and all obligations of the Borrowers and their Subsidiaries under (a) any and all agreements, devices or arrangements designed to protect any Borrowers or any of their Subsidiaries from the fluctuations of interest rates, including interest rate exchange agreements, interest rate cap or collar protection agreements, and interest rate options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Reading Business” means the literacy and intervention division of the Accelerated Learning Business.

“Real Property” means any estates or interests in real property now owned or hereafter acquired by Parent or its Subsidiaries and the improvements thereto.

“Real Property Collateral” means the Real Property identified on Schedule R-1 to the Agreement and any Real Property hereafter acquired by Parent or its Subsidiaries.

“Receivable Reserves” means, as of any date of determination, those reserves that Co-Collateral Agents deem necessary or appropriate, in their Permitted Discretion and subject to Section 2.1(c), to establish and maintain (including reserves for rebates, discounts, warranty claims, and returns) with respect to the Eligible Accounts or the Maximum Revolver Amount.

“Reconcilable Inclusion” means, with respect to the Accelerated Learning Business and the Planner Business, any inclusion within the Accelerated Learning Business or the Planner Business, respectively, of contracts, rights or other assets that (x) prior to such inclusion, were included in a different Business Segment, or (y) in the case of contracts, rights or other assets not previously included in a different Business Segment, are not consistent with the then-existing other contracts, rights and other assets of the Accelerated Learning Business or the Planner Business, respectively.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Refinancing Indebtedness” means refinancings, renewals, or extensions of Indebtedness so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,

(b) such refinancings, renewals, or extensions do not result in a shortening of the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, nor are they on terms or conditions that, taken as a whole, are or could reasonably be expected to be materially adverse to the interests of the Lenders,

(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender Group as those that were applicable to the refinanced, renewed, or extended Indebtedness, and

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

“Register” has the meaning set forth in Section 13.1(h) of the Agreement.

“Registered Loan” has the meaning set forth in Section 13.1(h) of the Agreement.

“Reimbursement Undertaking” has the meaning specified therefor in Section 2.11(a) of the Agreement.

“Reinstated Existing Secured Obligations” means any Existing Secured Obligations constituting Avoided Payments, to the extent such obligations have been reinstated, in each case, pursuant to, and subject to the requirements and terms of the Bankruptcy Court.

“Related Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

“Replacement Lender” has the meaning specified therefor in Section 2.13(b) of the Agreement.

“Report” has the meaning specified therefor in Section 15.16 of the Agreement.

“Required Lenders” means, at any time, Lenders having or holding more than 50% of the sum of the aggregate Revolving Loan Exposure of all Lenders; provided, that (i) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, and (ii) at any time there are 2 or more Lenders, “Required Lenders” must include at least 2 Lenders (who are not Affiliates of one another).

“Required Prepayment Date” means the earlier of (i) the date of a closing of a sale of all or substantially all of the Loan Parties’ assets pursuant to Section 363 of the Bankruptcy Code or (ii) the effective date of a plan in any of the Bankruptcy Cases.

“Reserves” means, as of any date of determination, those reserves (other than the Availability Reserve, Receivable Reserves, Bank Product Reserves, and Inventory Reserves) that Co-Collateral Agents deem necessary or appropriate, in their Permitted Discretion and subject to Section 2.1(c), to establish and maintain (including reserves with respect to (a) sums that Parent or its Subsidiaries are required to pay under any Section of the Agreement or any other Loan Document (such as taxes, assessments, insurance premiums, or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, and (b) amounts owing by Parent or its Subsidiaries to any Person to the extent secured by a Lien on, or trust over, any of the Collateral (other than a Permitted Lien), which Lien or trust, in the Permitted Discretion of Co-Collateral Agents likely would be pari passu with or have a priority superior to the Agent’s Liens (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, excise, sales, or other taxes where given priority under applicable law) in and to such item of the Collateral) with respect to the Borrowing Base or the Maximum Revolver Amount.

“Restricted Payment” means to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests issued by Parent (including any payment in connection with any merger or consolidation involving Parent) or to the direct or indirect holders of Equity Interests issued by Parent in their capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by Parent, or (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger or consolidation involving Parent) any Equity Interests issued by Parent, (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent now or hereafter outstanding, and (d) make, or cause or suffer to permit any of Parent’s Subsidiaries to make, any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment with respect to, any Subordinated Indebtedness.

“Revolver Commitment” means, with respect to each Revolving Lender, its Revolver Commitment, and, with respect to all Revolving Lenders, their Revolver Commitments, in each case as such Dollar amounts are set forth beside such Revolving Lender’s name under the applicable heading on Schedule C-1 to the Agreement or in the Assignment and Acceptance pursuant to which such Revolving Lender became a Revolving Lender under the Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

“Revolver Usage” means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Swing Loans and Extraordinary Advances), plus (b) the amount of the Letter of Credit Usage.

“Revolving Lender” means a Lender that has a Revolver Commitment or that has an outstanding Revolving Loan.

“Revolving Loan Exposure” means, with respect to any Revolving Lender, as of any date of determination (a) prior to the termination of the Revolver Commitments, the amount of such Lender’s Revolver Commitment, and (b) after the termination of the Revolver Commitments, the aggregate outstanding principal amount of the Revolving Loans of such Lender.

“Revolving Loans” has the meaning specified therefor in Section 2.1(a) of the Agreement.

“Rolling Two Week Test Period” has the meaning set forth in Section 6.15 of this Agreement.

“Sale Motion” has the meaning set forth in the Asset Purchase Agreement.

“Sale Order” has the meaning set forth in the Asset Purchase Agreement.

“Sale/Leaseback Liabilities” means any amount or liability in respect of sale/leaseback or analogous transactions that is or is required under GAAP to be shown on the consolidated balance sheet of the Borrowers and their consolidated Subsidiaries.

“Sanctioned Entity” means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, (d) a Person resident in or determined to be resident in a country, in each case, that is subject to a country sanctions program administered and enforced by OFAC.

“Sanctioned Person” means a person named on the list of Specially Designated Nationals maintained by OFAC.

“S&P” has the meaning specified therefor in the definition of Cash Equivalents.

“SEC” means the United States Securities and Exchange Commission and any successor thereto.

“Securities Account” means a securities account (as that term is defined in the Code).

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Settlement” has the meaning specified therefor in Section 2.3(e)(i) of the Agreement.

“Settlement Date” has the meaning specified therefor in Section 2.3(e)(i) of the Agreement.

“Single Test Week” has the meaning set forth in Section 6.15 of this Agreement.

“Slow Moving Cap” means, initially, \$5,000,000 as of the Closing Date and shall reduce as of the last day of each month thereafter by \$138,889

“Solvent” means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person’s debts (including contingent liabilities) is less than all of such Person’s assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, and (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is “solvent” or not “insolvent”, as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Split Lien Agent” means the “Term Loan Agent” as defined in the Split Lien Intercreditor Agreement.

“Split Lien Credit Agreement” means that certain Credit Agreement dated as of the date hereof among Borrowers, Select Agendas, Corp., Split Lien Agent and the lenders from time to time party thereto, as amended from time to time to the extent permitted under the Split Lien Intercreditor Agreement.

“Split Lien Documents” means the “Term Loan Documents” as defined in the Split Lien Intercreditor Agreement (as in effect on the date hereof).

“Split Lien Indebtedness” means the Indebtedness under the Split Lien Credit Agreement and the Prepetition Term Loan Documents (as defined in the Split Lien Credit Agreement as in effect on the date hereof).

“Split Lien Intercreditor Agreement” means that certain Intercreditor Agreement dated as of the date hereof between Agent and Split Lien Agent and acknowledged by the Loan Parties, as amended or modified from time to time.

“Split Lien Priority Collateral” means the “Term Loan Priority Collateral” as defined in the Split Lien Intercreditor Agreement.

“Split Lien Termination Date” means the date of the termination of all commitments to lend under the Split Lien Credit Agreement during the existence of a “Termination Date” as defined in the Split Lien Credit Agreement.

“Subordinated Indebtedness” means any unsecured Indebtedness of Parent or its Subsidiaries incurred from time to time that is subordinated in right of payment to the Obligations and that (a) is only guaranteed by the Guarantors, (b) is not subject to scheduled amortization, redemption, sinking fund or similar payment and does not have a final maturity, in each case, on or before the date that is six months after the Maturity Date, (c) does not include any financial covenants or any covenant or agreement that is more restrictive or onerous on any Loan Party in any material respect than any comparable covenant in the Agreement, and (iv) contains customary subordination (including customary payment blocks during a payment default under any “senior debt” designated thereunder) and turnover provisions and shall be limited to cross-payment default and cross-acceleration to other “senior debt” designated thereunder.

“Subsidiary” of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting power to elect a majority of the Board of Directors of such corporation, partnership, limited liability company, or other entity.

“Swing Lender” means WFCF or any other Lender that, at the request of Administrative Borrower and with the consent of Agent agrees, in such Lender’s sole discretion, to become the Swing Lender under Section 2.3(b) of the Agreement.

“Swing Loan” has the meaning specified therefor in Section 2.3(b) of the Agreement.

“Swing Loan Exposure” means, as of any date of determination with respect to any Lender, such Lender’s Pro Rata Share of the Swing Loans on such date.

“Taxes” means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liabilities with respect thereto.

“Tax Lender” has the meaning specified therefor in Section 14.2(a) of the Agreement.

“Test Period” means the Single Test Week and the Rolling Two Week Test Period.

“Title Document Agent” means UPS Supply Chain Solutions, Inc. and any other Person selected by Borrower Representative after written notice by Borrower Representative to Agent who is reasonably acceptable to Agent to receive and retain possession of negotiable documents (as defined in Section 7-104 of the UCC) issued for any Inventory or other property of Borrowers in accordance with a Title Document Agency Agreement, such receipt and retention of possession being for the purpose of more fully perfecting and preserving Agent’s security interests in such negotiable documents and the property represented thereby. For avoidance of doubt, no Person shall be a Title Document Agent unless such Person has executed and delivered a Title Document Agency Agreement.

“Title Document Agency Agreement” means an agreement among a Borrower, a Title Document Agent, and Agent, in form and substance acceptable to Agent.

“Trademark Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“UCP 600” means the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce and in effect as of July 1, 2007 (or such later version thereof as may be in effect at the time of issuance).

“Underlying Issuer” means Wells Fargo or one of its Affiliates.

“Underlying Letter of Credit” means a Letter of Credit that has been issued by an Underlying Issuer.

“United States” means the United States of America.

“Unused Line Fee” has the meaning specified therefor in Section 2.10(b) of the Agreement.

“Variance Report” means a weekly variance report to be provided by Borrowers to Agent within three Business Days after the end of each fiscal week reflecting actual cash receipts and disbursements for (i) the prior fiscal week, (ii) the period from the beginning of the fiscal month which includes such fiscal week to the end of such fiscal week, (iii) the applicable Test Period of the Administrative Borrower, and (iv) the period from the beginning of the fiscal week ending February 2, 2013 to the end of such Test Period, in each case, reflecting the amount variance and, in the case of clause (iii), percentage variance of actual receipts and disbursements (on a line item basis) from those receipts and disbursements reflected in the most recently delivered thirteen-week cash flow forecast in the Budget for the corresponding periods (or, in the case of clause (iv) and with respect to past periods that are not covered in the most recently delivered thirteen-week cash flow forecast in the Budget, the latest thirteen-week cash flow forecast in the Budget that covers any such past period), an explanation of the reason for any such variance and compliance or non-compliance with the requirements set forth in Section 6.15.

“Voidable Transfer” has the meaning specified therefor in Section 17.8 of the Agreement.

“Week 1” has the meaning set forth in Section 6.15.

“Week 2” has the meaning set forth in Section 6.15.

“Wells Fargo” means Wells Fargo Bank, National Association, a national banking association.

“WFCF” means Wells Fargo Capital Finance, LLC, a Delaware limited liability company.

SCHEDULE 1

COMMERCIAL TORT CLAIMS

Schedule A-1 – Agent’s Account

Wells Fargo Bank, N.A.

San Francisco, CA

ABA Number:121-000-248

Account Name: Wells Fargo Capital Finance, LLC

Reference – School Specialty Inc.

Schedule A-2 – Authorized Persons

Michael P. Lavelle, President and Chief Executive Officer

David N. Vander Ploeg Executive President, Chief Financial Officer & Treasurer

Kevin L. Baehler, Senior Vice President and Corporate Controller

Michael T. Kabat, Director of Corporate Finance

Rita A. Birr, Treasury Assistant

Schedule C-1 – Commitments

<u>Lender</u>	<u>Revolver Commitment</u>	<u>Total Commitment</u>
Wells Fargo Capital Finance, LLC	\$ 65,625,000	\$ 65,625,000
Bank of Montreal	\$ 24,062,500	\$ 24,062,500
General Electric Capital Corporation	\$ 65,625,000	\$ 65,625,000
CIT Finance LLC	\$ 19,687,500	\$ 19,687,500
ALL LENDERS	\$ 175,000,000	\$ 175,000,000

Schedule D-1 – Designated Account

JPMorgan Chase Bank, N.A.

Account Name: School Specialty, Inc.

ABA for Wire: 021000021

ABA for ACH: 075000019

Schedule E-1 – Eligible Inventory Locations

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
1156 Four Star Drive, Mount Joy, PA 17552
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 - 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
438 Camino Del Rio South, San Diego, CA 92108

Inventory held by Processors and Agents

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206
Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096

RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.

Taylor, TX 76574

Property Owner:

Taylor CPB Property LLC

3500 W 75th St, Suite 200

Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC

481 Great Plain Ave.

Needham, MA 02492-3728

Print Partner locations

Premier Print Partner Plants

CDS
2661 S. Pacific Hwy.
Medford, OR 97501

And

Dock #3
2603 S. Pacific Hwy
Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule P-1 – Permitted Investments

School Specialty, Inc. owns 3500 units representing 35% of the equity ownership interest in Carson-Dellosa Publishing, LLC.

Schedule P-2 – Permitted Liens

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Premier Agendas, Inc. 2000 Kentucky Street Bellingham WA 98226	2009-091-5951 Washington Department of Licensing	4/1/2009	Fujifilm Graphic Systems USA, Inc. 350 Central AVE Hanover Park, IL 60133	All debtor's right, title now owned or hereafter acquired in lithographic plates, film, prepressed proofing materials and miscellaneous lithographic supplies provided by Enovation Graphic Systems Inc. or credited from Enovation Graphic Systems, Inc. regardless of the deliver but does not constitute any security interest in any of the assets of the company listed on this filing.
School Specialty, Inc.	120007074826 Wisconsin Department of Financial Institutions	5/24/2012	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.
School Specialty, Inc.	120004986734 Wisconsin Department of Financial Institutions	4/13/2012	IKON Financial SVCS	All equipment now or hereafter leased in an equipment leasing transaction in connection with that certain Master Agreement No. see below, Product Schedule No./Agreement No. see below ("Lease"), as amended from time to time, between IOS Capital, LLC as lessor, and the above referenced Lessee/Debtor, including, without limit, the equipment listed below, and all additions, improvements, attachments, accessories, accessions, upgrades and replacements related thereto, and any and all substitutions or exchanges, and any and all products, insurance and/or other proceeds (cash and non-cash) there from: The equipment location is as identified in the Lease. This IS intended to be a true lease transaction. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the parties to

which this document applies IS other than lessor and lessee, respectively. This financing statement is filed solely to protect the interests of the parties In the event of unwarranted assertions by any third party. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only. Product Schedule No./Agreement No. 2907845, Master Agreement/Lease No. CUSTOMER: 1418270 RIPROC901 CI0071478

Liens on funds in Business Money Market Account No. in the name of School Specialty, Inc., maintained at Comerica Bank (the "Comerica Account") and all identifiable proceeds of the Comerica Account, which total \$1,458,537.10 as of the Petition Date, plus post-petition interest accruing on the Comerica Account, which funds secure the reimbursement obligations of School Specialty, Inc. to Comerica Bank under the Letter of Credit Applications and Reimbursement Agreements, or otherwise, for any draws under Comerica Bank letter of credit no. 5183 in the amount of \$700,000, issued for the benefit of DEI CSEP or Comerica Bank letter of credit no. 5184 in the amount of \$755,000, issued for the benefit of Travelers Insurance Company.

Schedule R-1 – Real Property Collateral

3525 South Ninth Street, Salina, KS 67401

More particularly described as follows:

A tract of land situated in the Southwest Quarter (SW/4) of Section One (1), Township Fifteen (15) South, Range Three (3) West of the 6th P.M., in Saline County, Kansas, which is more particularly described as follows:

Starting from the Southwest corner of said Southwest Quarter (SW/4) a distance of one thousand three hundred fifty-nine and ninety-eight hundredths (1359.98') feet; thence South 89 degrees 40' 52" East parallel with the South line of said Southwest Quarter (SW/4) a distance of one hundred sixty-four and fifty-seven hundredths (164.57') feet to the point of beginning; said point of beginning being a point on the North line of an existing public right-of-way, eighty and thirty-seven hundredths (80.37') feet East of its intersection with the East right-of-way line a distance of five hundred (500) feet; thence South 89 degrees 40' 52" East parallel with the South line of said Southwest Quarter (SW/4) a distance of eight hundred fifty and fifty-six hundredths (850.56') feet; thence South 00 degrees 03' 57" West parallel with the West line of the Union Pacific Railroad right-of-way a distance of four hundred ninety-seven and seventy-seven hundredths (497.77') feet; thence North 89 degrees 40' 52" West parallel with the South line of said Southwest Quarter (SW/4) a distance of nine hundred (900') feet to the point of beginning, except that part taken for roads, highways and right-of-ways.

Schedule 2.11 – Letters of Credit

<u>LC#</u>	<u>Bank</u>	<u>Beneficiary</u>	<u>01/28/2013</u>
IS0017464U	Wells Fargo	Capitol Indemnity Corporation	\$ 72,000.00
IS0017461U	Wells Fargo	Travelers Casualty	\$ 755,000.00
IS0017457U	Wells Fargo	Sentry Insurance	\$ 900,000.00
			\$ 1,727,000.00

Schedule 3.6(b) – Leasehold Mortgages

Agawam Sublet Distribution Center

Address: 101 Algrem Drive
Agawam, MA 01001

Fresno Distribution Center

Address: 3825 S Willow Avenue
Fresno, CA 93722

Greenville Distribution Center & Corporate Offices

Address: W6316 Design Drive
Greenville, WI 54942

Mount Joy Distribution Center

Address: 1156 Four Star Drive
Mount Joy, PA 17552

Mansfield Distribution Center

Address: 100 Paragon Parkway
Mansfield, OH 44903

Nashua Distribution Center

Address: 80 Northwest Boulevard
Nashua, NH 03063

Premier Agendas, Inc. Printing Plant

Address: 2000 Kentucky St.
Bellingham, WA

Premier Agendas, Inc. Printing Plant

Address: 1845 N. Airport
Fremont, NE

Schedule 4.1(b) – Capitalization of Parent

Authorized Equity Interest of Parent:

<u>Class</u>	<u>Authorized Shares</u>	<u>Outstanding Shares as of Closing Date</u>
Common	150,000,000	19,178,949
Preferred	1,000,000	0

Parent is subject the terms of the 3.75% Convertible Subordinated Notes due 2026, issued pursuant to the Indenture, dated as of March 1, 2011, between Parent and The Bank of New York Mellon Trust Company, N.A.

<u>Stock Option Plans</u>	<u>Shares Outstanding</u>
School Specialty, Inc. 1998 Stock Incentive Plan	184,200
School Specialty, Inc. 2002 Stock Incentive Plan	929,870*
School Specialty, Inc. 2008 Equity Incentive Plan	1,427,675**
Inducement Stock Option Grants	330,000

* 2002 Plan: 778,725 Stock options; 151,145 Non-vested restricted stock units

** 2008 Plan: 1,264,675 Stock options; 163,000 Non-vested restricted stock units

Schedule 4.1(c) – Capitalization of Parent’s Subsidiaries

<u>Entity</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>
ClassroomDirect.com, LLC	N/A	1 member share
Childcraft Education Corp.	3,000,000	1,000
Bird-in-Hand Woodworks, Inc.	2,500	5
Frey Scientific, Inc.	3,000	100
Sportime, LLC	N/A	100%
Sax Arts & Crafts, Inc.	100	100
Premier Agendas, Inc.	1,000,000	11,200
Select Agendas, Corp	100,000	1000
Califone International, Inc.	1,000	100
Delta Education, LLC	N/A	100
Premier School Agendas, Ltd.	Unlimited	100

The outstanding shares or membership interests of all entities are 100% owned by School Specialty, Inc., with the exception of Bird-in-Hand Woodworks, Inc., which is 100% owned by Childcraft Education Corp.

Schedule 4.6(b) – Litigation

James Keller, James Hoff and Larry Ward vs. School Specialty, Inc. – This matter deals with a claim from for sales representatives regarding the classification of items and the marginal commission rates based upon that classification. School Specialty, Inc. anticipates its likely exposure will not exceed \$200,000. This claim is not covered by insurance. As of the closing this case is currently in the discovery stage with ongoing deposition.

Wilbert Scott Herman vs. School Specialty Inc., Case Number 37-2008-00092226-OU-PL-CTL, filed September 22, 2008 in the Superior Court of California, County of San Diego. Mr. Herman was a school teacher in California and was struck in the head by falling flagpole which was sold by the Parent but not designed or manufactured by the Parent. This is an insured product liability claim and the Parent's deductible for products liability is \$50,000.

Jenna Baker (d.o.b. 10/5/2006; date of accident 06/09/2009; date of reported claim 05/26/2011) claim against Childcraft Education Corp. (a wholly owned subsidiary of School Specialty, Inc.) due to injury suffered by Ms. Baker while at C J's County Kids Childcare Center LLC with a product allegedly sold by Childcraft. Gallagher Bassett Services through its Subsequent Detailed Status Report dated 01/23/2013, has set the liability reserve on this claim for School Specialty to be \$200,000.

School Specialty, Inc. ("SSI") v. RR Donnelley & Sons Company ("RRD"), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages in excess of \$1 million resulting from a deficient printing job. The claim for direct damages in this matter is approximately \$1 million. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

Redcay Industrial Development, III, LLC ("Redcay") v. School Specialty, Inc., U.S. Dist. Ct. E.D. PA, Case No. 12-CV-7074. Redcay leased a warehouse in Mt. Joy, Pennsylvania to SSI for 20 years, ending on January 1, 2025. Pursuant to the terms of the lease, if SSI's credit rating adversely changes during the term of the lease, and that change impairs Redcay's ability to obtain financing or increases the costs of financing, SSI's rent increases by the resulting costs and expenses incurred by Redcay. Redcay claims that SSI's credit rating went down, and Redcay was unable to refinance the property at a substantially lower interest rate. Redcay seeks a declaratory judgment that SSI owes more rent under the lease or, in the alternative, Redcay seeks damages for breach of contract for over \$100,000 of additional rent annually.

Serenity McArthur v. Sportime, LLC, et al., Cal. Sup. Ct., Eldorado County, Case No. PC20120634. Ms. McArthur, a minor, claims that while she was at the Boys and Girls Club of Eldorado County Western Slope (the "Boys and Girls Club"), a resistance band manufactured and sold by Sportime wrapped around her neck, causing her to fall and injure herself. She also has named as defendants Black Oak Mine Unified School District and the Boys and Girls Club. She seeks compensatory and punitive damages against Sportime, based on theories of strict products liability and failure to warn.

Innovatio IP Ventures, LLC – claims to own some 20 patents in the field of wireless networking technology. Innovatio has notified School Specialty that Innovatio believes School Specialty requires a license under Innovatio’s patents in order to permit users and visitors at any School Specialty location to use wireless technology to exchange information, including access to the Internet. To date, the company is still gathering information to respond substantively, and has discussed the matter with Innovatio’s counsel to a limited extent. Regarding the Innovatio IP Ventures, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$250,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

Landmark Technology, LLC – claims to own U.S. Patent Nos. 5,576,951, 6,289,319 and 7,010,508 relating to transaction processes and features used in many electronic commerce systems including structures which exchange business data among trading partners. Landmark has notified School Specialty that Landmark believes School Specialty requires a license under these patents. To date, the company is still gathering information to respond substantively, and has discussed the matter with Landmark’s counsel to a limited extent. Regarding the Landmark Technology, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$200,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

JFJ Toys d/b/a D&L Company and D&L’s owner, Fred Ramirez – claims to own trademark registrations for STOMP and STOMP ROCKET for use with toy air rockets. D&L has claimed that School Specialty’s (Sportime’s) sale of the STOMP-N-LAUNCH BALL LAUNCHER is a trademark infringement. Sportime has removed the product from its web sites and catalogs, and has changed the name of its product to STEP-N-LAUNCH BALL LAUNCHER, but there is still some older product in the pipelines. The company expects the matter to be resolved soon without payment of money to D&L.

S&S Worldwide, Inc. – claims to own a trademark registration for GATOR SKIN for use in connection with certain children’s play ball products. S&S has claimed that School Specialty’s use, in connection with its TechnoSkin ball products, of “Compare our quality and our prices with Gatorskin and all other ‘cheap’ balls. We know ours is the best value and higher quality.” is pejorative and deceptively false. The referenced phrase appears in School Specialty’s catalogs only, and not on its web site. School Specialty plans to remove the referenced phrase from future catalogs. The company expects the matter to be resolved soon without payment of money to S&S.

The Hubbard Company – claims to own a trademark registration for WARD and design, for use in connection with lesson plans, class records and assignment and attendance notebooks, and is a former supplier of these products to School Specialty. Hubbard claims that some of School Specialty’s web sites, including Hammond & Stephens, Learning Outlet, Classroom Direct and School Specialty Canada, are using images and item numbers of Hubbard products, but shipping products from other companies, and claims that such activities are acts of trademark infringement and unfair competition. School Specialty has changed the images of the products shown in its Education Essentials catalog and on its web site, and has changed the item numbers used, and has informed Hubbard of these changes. The company expects the matter to be resolved soon without payment of money to Hubbard.

Barry Traub – is a former employee of the Sportime unit. Mr. Traub has claimed that, after Mr. Traub’s separation from Sportime, Sportime adopted some of his product ideas, and has not complied with its termination agreement with him regarding payment for those ideas. The matter is not yet at the litigation stage, and the company believes the matter will be resolved with a payment, if any, of less than \$30,000.

Carson-Dellosa Publishing, LLC (“CD”) a limited liability company of which School Specialty, Inc. (“SSI”) owns a 35% equity interest has through their counsel of Schell Bray PLLC noticed SSI in a letter dated January 3, 2012 that CD alleges that SSI “may have breached and may be contemplating further breaches of the noncompetition provisions set forth in Section 14.4. of the Operating Agreement (the “Noncompetition Provisions”). We are not attempting to describe comprehensively the depth and breadth of the Noncompetition Provisions in this letter. We do, however, wish to express concern about certain activities of SSI that may violate the Noncompetition Provisions.” No formal action has been taken at this time and SSI disputes this allegation.

Schedule 4.11 Environmental Compliance

Consent Agreement and Final Order issued to Califone International Inc. by the United States Environmental Protection Agency requiring listing of antimicrobial agents in the production of headphones. Docket No. FIFRA-09-2010-0002 a copy of which has been provided to the Administrative Agent.

Schedule 4.14 – Permitted Indebtedness

3.75% Convertible Subordinated Notes in the amount of \$157,500,000 original face value due 2026, issued pursuant to the Indenture, dated as of March 1, 2011, between Parent and The Bank of New York Mellon Trust Company, N.A. The principal amount of these Notes including accretive principal as of January 28, 2013 is \$169,768,391.00.

Indebtedness of \$12,020,528 remaining principal owed by Parent as lessee under the following Capital Leases as of December 31, 2012:

- 1) Lease, dated as of November 3, 2000, between SSI Mansfield, L.L.C. and School Specialty, Inc.
- 2) Lease, dated as of November 3, 2000, between Agawam SSI, L.L.C. and School Specialty, Inc.

Letters of Credit as follows:

<u>LC#</u>	<u>Bank</u>	<u>Beneficiary</u>	<u>Closing Date</u>
03078027	Bank of America	EOS Acquisition I, LLC	\$ 18,472.33
627484	JPMorgan	Employers Insurance	\$ 250,000.00
IS0017464U	Wells Fargo	Capitol Indemnity Corporation	\$ 72,000.00
5183	Comerica	DEI CSEP Inc.	\$ 700,000.00
5184*	Comerica	Travelers Casualty	\$ 755,000.00
IS0017461U*	Wells Fargo	Travelers Casualty	\$ 755,000.00
IS0017457U	Wells Fargo	Sentry Insurance	\$ 900,000.00
			<u>\$ 3,450,472.33</u>

- * The \$755,000.00 letter of credit will be outstanding in duplicates for period not to exceed 30 days. This newly issued letter of credit has been required by Travelers Casualty.

Indebtedness of any Loan Party or Premier School Agendas, Ltd. to any other Loan Party or Premier School Agendas, Ltd., the balances are as of December 31, 2012 are as follows:

Intercompany balances as of 12/31/12

	Due from Entity			
	SSI	PAI	Select	Delta
Due to Entity:				
Classroom Direct	67,210,127			
Sportime	79,204,718			
Bird in Hand	7,082,596			
Childcraft	57,802,393			
Delta Education LLC	143,211,633			
Califone	33,156,965			
PSA	11,300,763	9,923,557	746,291	1,036
PAI	220,349,294			

In addition, PSA has a note receivable from SSI in the amount of \$4,500,000 CAD. The company's intention is to not have this note repaid. Thus, it is accounted for as equity.

Surety Bonds as follows:

Bid Bonds as of 1/15/13

Principal Name	Obligee	Bid Amount	Project Description	Bid Date
Premier Agendas, Inc.	Birmingham City Schools	\$ 28,490.00	Bid No. 2012-029 Custom Planners	12/12/2012
School Specialty Career & Technical Education	Clarkstown Central School District	\$ 168,247.00	Bid 4934 Technology Supplies 2013-2014 New York/Island Cooperative	10/25/2012
School Specialty Career & Technical Education	ESC of Morris County BOE	\$ 5,525.22	Rocketry Supplies	10/12/2012
School Specialty, Inc.	Arlington Independent School District	\$ 300,000.00	Classroom & Cafeteria furniture Sherry Street Elementary, Bid 13-54	1/10/2013
School Specialty, Inc.	Bellefontaine City Schools	\$ 62,857.00	Bellefontaine City Schools / 6-8 Middle and K-2 Elementary Schools Loose Furnishings Bid Package 60B Specialty Items	1/8/2013
School Specialty, Inc.	Berlin-Boylston Regional School District	\$ 10,000.00	Furniture Bid Package	10/24/2012
School Specialty, Inc.	BUCKS COUNTY INTERMEDIATE UNIT #22	\$ 2,200.00	13001 GENERAL OFFICE & SCHOOL BID #2012253352SS	12/6/2012
School Specialty, Inc.	BUFFALO CITY SCHOOL DISTRICT	\$ 981.68	BID 12-13-065 ART SUPPLIES 2012253289SS	11/27/2012
School Specialty, Inc.	Buffalo Public Schools	\$ 24,718.90	BID 12-13-056 OFFICE SUPPLIES FOR SERVICE CENTER STOCK	10/22/2012
School Specialty, Inc.	Centennial School District	\$ 230,000.00	Furniture & Equipment Bid No 2013-06	10/29/2012

School Specialty, Inc.	City of Birmingham	\$ 15,900.00	Office Furniture #12-90	11/26/2012
School Specialty, Inc.	City of Bridgeport	\$ 500,000.00	Fairchild Wheeler Multi Magnet High School - Furniture, Fixture & Equipment - Phase III (Bid #COB34513C)	12/19/2012
School Specialty, Inc.	City of Milford	\$ 75,000.00	East Shore Middle School Additions and Alterations Phase 2 & 3CT DOE # 084-0185 EA	1/10/2013
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 16,241.60	#4994 ELEMENTARY TEACHING AIDS SUPPLIESBID #2012252964SS	10/29/2012
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,640,295.26	BID 4958 NY COOPERATIVE CLASSROOM OFFICE SUPPLIES	11/30/2013
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 319,873.53	4935 PHYSICAL EDUCATION SUPPLIES BID #2012252819SS	10/24/2012
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,097,517.25	4964 CLASSROOM/OFFICE SUPPLIES 2012253253SS	11/20/2012
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 12,763.59	4998 SPECIAL NEEDS SUPPLIES BID #2012253051SS	10/29/2012
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,494,007.61	#4931 FINE ART SUPPLIES 2013-2014 NEW YORK/ISLAND COOPERATIVEBID #2012252818SS	10/22/2012
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$ 46,020.61	BID 4940 SPECIAL NEEDS 2012252544SS	10/12/2012
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$ 663,083.75	BID PHYS ED SUPPLIES 4899, 2012252475SS	10/3/2012
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$2,858,776.89	BID 4898 FINE ART /201225476SS	10/3/2012
School Specialty, Inc.	EDUCATIONAL DATA SERVICES, INC	\$ 76,518.63	#4949 ELEMENTARY TEACHING AIDS SUPPLIES BID #2012256060SS	10/10/2012
School Specialty, Inc.	North County Educational Purchasing Consortium	\$ 50,000.00	NCEPC classroom furniture & equipment bid	11/14/2012
School Specialty, Inc.	Switzerland of Ohio Local School District	\$ 336,000.00	Bid Package #15 Furniture for Powhatan, River and Skyvue Loose Furnishings	10/18/2012
School Specialty, Inc.	TRI-CREEK SCHOOL CORPORATION	\$ 80,462.62	INSTRUCTIONAL SUPPLIES BID #7773356392	11/19/2012
School Specialty, Inc.	W.A. Klinger, L.L.C.	\$ 100,000.00	Bishop Heelan HS Bid Package II DLR Group Project No. 11-08114-00	10/16/2012
		\$ 10,215,481.14		

Open Bonds (12/29/12)

<u>Principal Name</u>	<u>Obligee</u>	<u>Contract Date</u>	<u>Bond Description</u>	<u>Bond Amount</u>
School Specialty, Inc.	Miller Area School District 29-4	3/22/2012	Miller School District 29-4	\$ 116,840.00
Delta Education, LLC	State of South Carolina/South Carolina Department of Education	6/1/2007	Instructional Materials	\$ 2,000.00
Educators Publishing Company	State of West Virginia/State Board of Education	7/1/2007	Instructional Materials Adoption Group 1 - English Language Arts K-12 (Reading/Literature)	\$ 2,000.00
CPO Science, a Division of School Specialty	State of South Carolina	6/1/2008	Instructional Materials Bond	\$ 2,000.00
Delta Education LLC d/b/a CPO Science	Commonwealth of Kentucky; Kentucky Department of Education	7/1/2008	Textbook/Instructional Material Bids and Contracts	\$ 2,000.00
Delta Education, LLC	Commonwealth of Kentucky; Kentucky Department of Education	7/1/2008	Instructional Materials/Textbooks	\$ 2,000.00
School Specialty, Inc.	US Department of Homeland Security - in the process of being canceled	1/15/2009	US Customs (Importer) Bond	\$ 300,000.00
Delta Education, LLC	State of Tennessee	6/1/2009	State Textbook Commission - 6 year commitment	\$ 1,000,000.00
Delta Education LLC d/b/a CPO Science	State of Tennessee	6/1/2009	State Textbook Commission - 6 year commitment	\$ 470,000.00
Delta Education, LLC	State of Oregon; Instructional Materials Services	10/23/2009	instructional materials for use in public schools	\$ 10,000.00
CPO Science, a Division of School Specialty	State of Oregon; Instructional Materials Services	10/23/2009	instructional materials for use in public schools	\$ 10,000.00
School Specialty, Inc.	Virginia Beach City Public Schools	4/23/2010	Prepayment of FOSS and Delta replacement kits (3-year contract to 4/23/13)	\$ 760,000.00
School Specialty Intervention, a division of School Specialty, Inc.	State of West Virginia	7/1/2010	Instructional Materials Bond (6 year bond)	\$ 2,000.00
CPO Science, a Division of School Specialty	Mississippi Department of Education	7/1/2010	Textbook Bond	\$ 4,000.00
School Specialty, Inc.	Findlay City Schools	1/24/2012	Findlay City Schools - Music Equipment Contract	\$ 16,810.00
School Specialty, Inc.	Nevada State Contractor's Board	2/1/2012	NV Nevada State Contractors Board License Bond	\$ 30,000.00
School Specialty, Inc.	MIDWESTERN INTERMEDIATE UNIT 04	2/17/2012	BID 2012247623SS SCHOOL SUPPLIES	\$ 25,532.76
School Specialty, Inc.	Minister of National Revenue	2/19/2012	Canadian Customs Bond- Non-resident	\$ 189,300.00
School Specialty, Inc.	Hagerman, Inc.	2/21/2012	New Hamilton Southeastern JHS & Hamilton Southeastern Special Ed Addition	\$ 541,329.00

Delta Education, LLC	Onondaga County	2/23/2012	Bid #7343 Provide math supplies and equipment as specified	\$ 3,650.00
School Specialty, Inc.	ONONDAGA COUNTY	2/23/2012	BID 2011246709SS 7343 MATH SUPPLIES AND EQUIPMENT	\$ 5,950.00
School Specialty, Inc.	BEAVER VALLEY INTERMEDIATE UNIT	3/12/2012	BID 2012247617SS GENERAL 2012247619SS ART SUPPLIES	\$ 9,887.33
School Specialty, Inc.	Bennett County SD 3 1	3/13/2012	PO No. 20125019KC ? Flooring Projects in Elementary, Jr High and Elementary Old Gym	\$ 83,995.00
School Specialty, Inc.	Columbus City Schools	3/14/2012	Clinton Elementary School FF&E BP# 602 Media	\$ 17,146.00
School Specialty, Inc.	Columbus City Schools	3/14/2012	Clinton Elementary School FF&E Bp# 603 Miscellaenous	\$ 10,516.00
School Specialty, Inc.	Cincinnati Public Schools	3/15/2012	Winton Montessori School Loose Furnishings Phase II BP 7	\$ 245,000.00
School Specialty, Inc.	Wadsworth City Schools	3/16/2012	Isham & Valley View ES Furnishings BP211	\$ 27,430.00
School Specialty, Inc.	Wadsworth City Schools	3/16/2012	Overlook ES Furnishings BP211	\$ 13,055.00
School Specialty, Inc.	CMSWillowbrook, Inc.	3/27/2012	Norman North High Schools Remodel (Job #1128C)	\$ 171,777.00
School Specialty, Inc.	CMSWillowbrook, Inc.	3/27/2012	Norman High School Remodel (Job #1128B)	\$ 150,747.00
School Specialty, Inc.	Van Buren Public Schools	4/4/2012	Van Buren Public Schools Belleville HS FF&E BP2 Bid Category B School Specialties	\$ 68,376.30
School Specialty, Inc.	Akron Public Schools	4/6/2012	Seiberling Community Learning Center Package 12D New Building Construction	\$ 54,680.00
School Specialty, Inc.	Sioux Falls School District 49-5	4/10/2012	Recessed in wall folding table and bench replacement, Hawthorne, Hayward, Oscar Howe and Robert Frost Elementary Schools	\$ 90,630.00
School Specialty, Inc.	Tooles Clark A Joint Venture	4/23/2012	DPS Furniture, Fuxture & Equipment Bid Package, Finney Crockett High School	\$744,115.98
School Specialty, Inc.	TOWN OF GLASTONBURY	4/23/2012	Bid GL 2011-04 East Hartford Gastonbury Elementary Magnet School - Phase III Bid Package #118 FF&E Moveable Equipment	\$ 53,527.08

School Specialty, Inc.	LINCOLN INTERMEDIATE UNIT NO 12	4/27/2012	BID GENERAL SUPPLIES 2012248410SS	\$ 16,615.90
School Specialty, Inc.	District School Board of Pasco County	4/30/2012	13-001-AJ New Furniture for Richey ES	\$ 3,059.82
School Specialty, Inc.	State of Arizona Department of Revenue	5/1/2012	AZ Taxpayer Bond for Contractor	\$ 2,000.00
George Marinelli	State of California	5/14/2012	CA Bond of Qualifying Individual	\$ 12,500.00
Eduardo Javier Perez	State of California	5/14/2012	CA Bond of Qualifying Individual	\$ 12,500.00
SSI/CAS	State of California, Registrar of Contractors	5/14/2012	CA Contractors License Bond	\$ 12,500.00
School Specialty, Inc.	BOGOTA Public School District	5/15/2012	BOGOTA HS Locker Replacement Project 2012-031	\$ 92,817.00
School Specialty, Inc.	San Mateo-Foster City School District	5/16/2012	Project 12-52	\$438,551.00
Eduardo Javier Perez	State of California	5/18/2012	CA Bond of Qualifying Individual	\$ 12,500.00
School Specialty, Inc.	State of Iowa, Division of Labor	5/19/2012	contractor	\$ 25,000.00
School Specialty, Inc.	BRCO Constructors, Inc.	6/6/2012	Olivehurst Elementary School New Classroom Building (#096500 Resilient Flooring; 096513 Resilient Base and Accessories; 096816 Sheet Carpeting)	\$ 33,200.00
School Specialty, Inc.	State of Nevada	6/29/2012	contractor	\$ 30,000.00
School Specialty, Inc.	Eastern Suffolk BOCES	7/1/2012	Catalog Purchase for Furniture, Seating, Risers, Lockers and School Related Items	\$ 10,000.00
School Specialty Inc.	State of Oregon	7/1/2012	OR State of Oregon Construction Contractors Bd Commercial Bond	\$ 75,000.00
Delta Education, LLC	State of Indiana	7/1/2012	School Book Contract Bond	\$ 5,000.00
Delta Education LLC d/b/a CPO Science	State of Indiana	7/1/2012	School Book Contract Bond	\$ 5,000.00
School Specialty, Inc.	LAKE TRAVIS ISD	7/3/2012	Lake Travis ISD Admin Bldg	\$ 29,601.81
School Specialty, Inc.	Raleigh County Board of Education	8/13/2012	New Marsh Fork Elementary School F&E	\$ 136,200.00
School Specialty, Inc.	State of Washington; Dept. of Labor & Industries	10/1/2012	contractor	\$ 12,000.00

School Specialty, Inc.	State of Arkansas	10/1/2012	AR Contractors Bond - 10000 Rev 1-12 (License & Permit)	\$ 10,000.00
Childcraft Education Corp.	State of North Dakota	10/23/2012	ND Sales and Use Tax Permit Bond	\$ 2,500.00
School Specialty, Inc.	New Mexico Regulation and Licensing Department	11/1/2012	NM Contractor License Code Bond (License & Permit)	\$ 10,000.00
School Specialty, Inc.	US Department of Homeland Security (NEW BOND for School Specialty, Inc.)	11/17/2012	US Customs (Importer) Bond	\$ 300,000.00
School Specialty, Inc.	State of Arizona	12/1/2012	L-8 Floor Coverings	\$ 5,000.00
School Specialty, Inc.	State of Arizona	12/1/2012	L-5 School Fixtures and Playground Equipment	\$ 5,000.00
School Specialty, Inc.	Registrar of Contractors, State of Arizona	12/1/2012	L-8 Floor Coverings	\$ 5,000.00
School Specialty, Inc.	Registrar of Contractors, State of Arizona	12/1/2012	L-5 School Fixtures and Playground Equipment	\$ 5,000.00
CPO Science	State of Florida - Department of Education	4/1/2017	Instructional Materials Bond - 6-yr. bond with additional 2 years at obligee discretion	\$ 20,000.00
				\$6,562,839.98

Schedule 4.24 – Location of Inventory

Chief Executive Offices:

<u>Name</u>	<u>Chief Executive Office</u>
School Specialty, Inc.	W6316 Design Drive Greenville, WI 54942
ClassroomDirect.com, LLC	W6316 Design Drive Greenville, WI 54942
Childcraft Education Corp.	W6316 Design Drive Greenville, WI 54942
Bird-in-Hand Woodworks, Inc.	W6316 Design Drive Greenville, WI 54942
Frey Scientific, Inc.	W6316 Design Drive Greenville, WI 54942
Sportime, LLC	W6316 Design Drive Greenville, WI 54942
Sax Arts & Crafts, Inc.	W6316 Design Drive Greenville, WI 54942
Califone International, Inc.,	W6316 Design Drive Greenville, WI 54942
Delta Education, LLC	W6316 Design Drive Greenville, WI 54942
Premier Agendas, Inc	W6316 Design Drive Greenville, WI 54942
Select Agendas, Corp.	6800 Chemin de la Cote-de-Liesse, St-Laurent, Quebec H4T 2A7
Premier School Agendas, Ltd.	20230 64 th Avenue Langley, BC V2Y IN3

Locations of Inventory – Owned Location

3525 South Ninth Street, Salina, KS 67401

Locations of Inventory – Leased Locations and Partner Locations

3825 S Willow Avenue, Fresno, CA 93722

W6316 Design Drive, Greenville, WI 54942

1156 Four Star Drive, Mount Joy, PA 17552

100 Paragon Parkway, Mansfield, OH 44903

80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 - 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
438 Camino Del Rio South, San Diego, CA 92108

Inventory held by Processors and Agents

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206
Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096
RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215

Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.

Taylor, TX 76574

Property Owner:

Taylor CPB Property LLC

3500 W 75th St, Suite 200

Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC

481 Great Plain Ave.

Needham, MA 02492-3728

Print Partner locations

Premier Print Partner Plants

CDS

2661 S. Pacific Hwy.

Medford, OR 97501

And

Dock #3

2603 S. Pacific Hwy

Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule 5.16 – Bankruptcy Transaction Milestones

[This schedule shall be provided by the Lenders]

Schedule 6.4 – Permitted Dispositions

The granting of Permitted Liens.

The subleasing of the improved real property located at 101 Almgren Drive, Agawam, MA 01001 under the terms of a Sublease dated 12/31/2004 and effective 01/07/2005 by and between School Specialty, Inc. as Sublessor and Vaupell Holdings, Inc. as Sublessee.

Leasing of science kits in connection with the refurbishment business of the Parent and the Subsidiaries.

Schedule 6.5 – Nature of Business

Borrower and its Subsidiaries (the “Company”) compose an education company serving the pre-kindergarten through twelfth grade (“pre K-12”) market with innovative and value-added instructional solutions that address the full spectrum of educational needs, from basic school supplies to standards-based curriculum solutions. The Company offers its products through two operating groups: Accelerated Learning and Educational Resources. Accelerated Learning provides core and supplemental curriculum programs that help educators deepen students’ subject matter understanding and accelerate the speed of learning. This group intends to expand its portfolio of instructional programs, combining print-based and digital instructional and assessment tools to deliver value to educators and build competitive advantages in the marketplace. The Educational Resources group offers educators the broadest range and deepest assortment of basic school supplies, supplemental learning products, classroom equipment and furniture available from a single supplier. That positioning creates competitive advantages in the ability to aggregate products and deliver materials in cross curricular and educational category kits. The group further differentiates itself through proprietary product development activities that result in innovative approaches to early childhood and student learning. In addition, the Company offers a value-add consulting service to schools and school districts in order to provide time and money-saving options to school administrators

EXHIBIT A

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made this _____ day of _____, 20____, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (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 Debtor-In-Possession Credit Agreement dated as of January 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 31, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Copyright 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, Grantors hereby agree 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 Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Copyright 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 (collectively, the “Copyright Collateral”):

(a) all of such Grantor’s Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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 Copyright Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors shall give Agent written notice at the end of the calendar month after filing any additional application for registration of any copyright and of any additional copyright registrations granted therefor after the date hereof. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any

future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright 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 Copyright Security Agreement is a Loan Document. This Copyright 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 Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTORS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT]

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

<u>Grantor</u>	<u>Country</u>	<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Copyright Licenses

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this _____ day of _____, 20____, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (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 Debtor-In-Possession Credit Agreement dated as of January 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 31, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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 Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent 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 (collectively, the "Patent Collateral"):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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 Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security

Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent Security Agreement is a Loan Document. This Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTORS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor

Country

Patent

Application/
Patent No.

Filing Date

Patent Licenses

EXHIBIT C

PLEGDED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____, 20____ (this “Pledged Interests Addendum”), is delivered pursuant to Section 7 of the Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Guaranty and Security Agreement, dated as of January 31, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guaranty and Security Agreement and any pledged company set forth on Schedule I shall be and become a “Pledged Company” under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PLEDGED INTERESTS ADDENDUM]

SCHEDULE I
to
PLEDGED INTERESTS ADDENDUM

Pledged Interests

<u>Name of Grantor</u>	<u>Name of Pledged Company</u>	<u>Number of Shares/Units</u>	<u>Class of Interests</u>	<u>Percentage of Class Owned</u>	<u>Certificate Nos.</u>
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EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this _____ day of _____, 20____, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Debtor-In-Possession Credit Agreement dated as of January 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 31, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security 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 member of the Lender Group and each of the Bank Product Providers, to secure the Secured 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 (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 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, (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.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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 Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Security 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 Security Agreement, the Guaranty and Security 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, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY 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.

GRANTORS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
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Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

GUARANTY AND SECURITY AGREEMENT

This **GUARANTY AND SECURITY AGREEMENT** (this "Agreement"), dated as of January 31, 2013, among the Persons listed on the signature pages hereof as "Grantors" and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a "Grantor" and collectively, the "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Debtor-in-Possession Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, (a) each Grantor (other than Borrowers) has agreed to guaranty the Guaranteed Obligations, and (b) each Grantor has agreed to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than Borrowers) is an Affiliate of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement (including Schedule 1.1 thereto). Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) "Account" means an account (as that term is defined in Article 9 of the Code).

(ii) "Account Debtor" means an account debtor (as that term is defined in the Code).

(iii) "Agent" has the meaning specified therefor in the preamble to this Agreement.

(iv) "Agent's Lien" has the meaning specified therefor in the Credit Agreement.

(v) "Agreement" has the meaning specified therefor in the preamble to this Agreement.

(vi) "Bank Product Obligations" has the meaning specified therefor in the Credit Agreement.

(vii) "Bank Product Provider" has the meaning specified therefor in the Credit Agreement.

(viii) "Books" means books and records (including each Grantor's Records indicating, summarizing, or evidencing such Grantor's assets (including the Collateral) or liabilities, each Grantor's Records relating to such Grantor's business operations or financial condition, and each Grantor's goods or General Intangibles related to such information).

(ix) "Borrower" has the meaning specified therefor in the recitals to this Agreement.

(x) "Cash Equivalents" has the meaning specified therefor in the Credit Agreement.

(xi) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(xii) "Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(xiii) "Collateral" has the meaning specified therefor in Section 3.

(xiv) "Collections" has the meaning specified therefor in the Credit Agreement.

(xv) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(xvi) "Control Agreement" has the meaning specified therefor in the Credit Agreement.

(xvii) "Controlled Account" has the meaning specified therefor in Section 7(k).

(xviii) "Controlled Account Agreements" means those certain cash management agreements, in form and substance reasonably satisfactory to Agent, each of which is executed and delivered by a Grantor, Agent, and one of the Controlled Account Banks.

(xix) "Controlled Account Bank" has the meaning specified therefor in Section 7(k).

(xx) "Copyrights" means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xxi) "Copyright Security Agreement" means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit A.

(xxii) "Credit Agreement" has the meaning specified therefor in the recitals to this Agreement.

(xxiii) "Deposit Account" means a deposit account (as that term is defined in the Code).

(xxiv) "Equipment" means equipment (as that term is defined in the Code).

(xxv) "Equity Interests" has the meaning specified therefor in the Credit Agreement.

(xxvi) "Event of Default" has the meaning specified therefor in the Credit Agreement.

(xxvii) "Farm Products" means farm products (as that term is defined in the Code).

(xxviii) "Fixtures" means fixtures (as that term is defined in the Code).

(xxix) "Foreclosed Grantor" has the meaning specified therefor in Section 2(i)(iii).

(xxx) "General Intangibles" means general intangibles (as that term is defined in the Code) and Intangibles (as that term is defined in the PPSA), and includes payment intangibles, software, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(xxxi) "Grantor" and "Grantors" have the respective meanings specified therefor in the preamble to this Agreement.

(xxxii) "Guaranteed Obligations" means all of the Obligations (including any Bank Product Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and any and all expenses (including reasonable counsel fees and expenses) incurred by Agent, any other member of the Lender Group, or any Bank Product Provider (or any of them) in enforcing any rights under the any of the Loan Documents. Without limiting the generality of the foregoing, Guaranteed Obligations shall include all

amounts that constitute part of the Guaranteed Obligations and would be owed by Borrowers to Agent, any other member of the Lender Group, or any Bank Product Provider but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any guarantor.

(xxxiii) “Guarantor” means each Grantor other than Borrowers.

(xxxiv) “Guaranty” means the guaranty set forth in Section 2 hereof.

(xxxv) “Insolvency Proceeding” has the meaning specified therefor in the Credit Agreement.

(xxxvi) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(xxxvii) “Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group’s rights under the Loan Documents.

(xxxviii) “Inventory” means inventory (as that term is defined in the Code).

(xxxix) “Investment Property” means (A) any and all investment property (as that term is defined in the Code), and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xl) “Joinder” means each Joinder to this Agreement executed and delivered by Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xli) “Lender Group” has the meaning specified therefor in the Credit Agreement.

(xlii) “Lender” and “Lenders” have the respective meanings specified therefor in the recitals to this Agreement.

(xliii) “Loan Document” has the meaning specified therefor in the Credit Agreement.

(xliv) “Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(xlv) “Obligations” has the meaning specified therefor in the Credit Agreement.

(xlvi) “Parent” has the meaning specified therefor in the recitals to this Agreement.

(xlvii) “Patents” means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xlviii) “Patent Security Agreement” means each Patent Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit B.

(xlix) “Permitted Investments” has the meaning specified therefor in the Credit Agreement.

(l) “Permitted Liens” has the meaning specified therefor in the Credit Agreement.

(li) “Person” has the meaning specified therefor in the Credit Agreement.

(lii) “Pledged Companies” means each Person listed on Schedule 5 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Closing Date.

(liii) “Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

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- (liv) “Pledged Interests Addendum” means a Pledged Interests Addendum substantially in the form of Exhibit C.
- (lv) “Pledged Notes” has the meaning specified therefor in Section 6(i).
- (lvi) “Pledged Operating Agreements” means all of each Grantor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.
- (lvii) “Pledged Partnership Agreements” means all of each Grantor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.
- (lviii) “PPSA” means the *Personal Property Security Act* (Nova Scotia) as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time.
- (lix) “Proceeds” has the meaning specified therefor in Section 3.
- (lx) “PTO” means the United States Patent and Trademark Office.
- (lxi) “Real Property” means any estates or interests in real property now owned or hereafter acquired by any Grantor or any Subsidiary of any Grantor and the improvements thereto.
- (lxii) “Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.
- (lxiii) “Rescission” has the meaning specified therefor in Section 7(k).
- (lxiv) “Secured Obligations” means each and all of the following: (A) all of the present and future obligations of each of the Grantors arising from, or owing under or pursuant to, this Agreement (including the Guaranty), the Credit Agreement, or any of the other Loan Documents, (B) all Bank Product Obligations, and (C) all other Obligations of Borrowers and all other Guaranteed Obligations of each Guarantor (including, in the case of each of clauses (A), (B) and (C), reasonable attorneys’ fees and expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding).
- (lxv) “Securities Account” means a securities account (as that term is defined in the Code).
- (lxvi) “Security Interest” has the meaning specified therefor in Section 3.

(lxvii) “Select Agendas” means Select Agendas, Corp., a Nova Scotia unlimited liability company.

(lxviii) “STA” means the *Securities Transfer Act* (Nova Scotia) as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time.

(lxix) “Supporting Obligations” means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(lxx) “Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

(lxxi) “Trademark Security Agreement” means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit D.

(lxxii) “Term Loan Agent” has the meaning specified therefor in the Split Lien Intercreditor Agreement

(lxxiii) “ULC” means a Pledged Company that is an unlimited company, unlimited liability company or unlimited liability corporation under any ULC Laws.

(lxxiv) “ULC Laws” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs.

(lxxv) “ULC Shares” means shares, partnership interests or other Equity Interests in the capital stock of a ULC.

(lxxvi) “URL” means “uniform resource locator,” an internet web address.

(lxxvii) “VIN” has the meaning specified therefor in Section 6(l).

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Credit Agreement). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations or the Guaranteed Obligations shall mean (i) the payment or repayment in full in immediately available funds of (A) the principal amount of, and interest accrued with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (B) all Lender Group Expenses that have accrued regardless of whether demand has been made therefor, (C) all fees or charges that have accrued hereunder or under any other Loan Document (including the Letter of Credit Fee and the Unused Line Fee), (ii) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (iii) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (iv) the receipt by Agent of cash collateral in order to secure any other contingent Secured Obligations or Guaranteed Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to Agent or a Lender at the time that are reasonably expected to result in any loss, cost, damage or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Secured Obligations or Guaranteed Obligations, (v) the payment or repayment in full in immediately available funds of all other Secured Obligations or Guaranteed Obligations (as the case may be) (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (A) unasserted contingent indemnification obligations, (B) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (C) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (vi) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

(c) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. Guaranty.

(a) In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Revolving Loans, the issuance of the Letters of Credit, and the entering into of the Bank Product Agreements and by virtue of the financial accommodations to be made to Borrowers, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations. If any or all of the Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or

formality, promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product Providers, together with any and all reasonable expenses (including Lender Group Expenses) that may be incurred by Agent or any other member of the Lender Group or any Bank Product Provider in demanding, enforcing, or collecting any of the Guaranteed Obligations (including the enforcement of any collateral for such Obligations or any collateral for the obligations of the Guarantors under this Guaranty). If claim is ever made upon Agent or any other member of the Lender Group or any Bank Product Provider for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Obligations and any of Agent or any other member of the Lender Group or any Bank Product Provider repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any reasonable settlement or compromise of any such claim effected by such payee with any such claimant (including any Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this Guaranty or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(b) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, whether or not due or payable by any Loan Party upon the occurrence of any of the events specified in Section 8.4 or 8.5 of the Credit Agreement, and irrevocably and unconditionally promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product Providers, without the requirement of demand, protest, or any other notice or other formality, in lawful money of the United States.

(c) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking, (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Grantor, (iii) any payment made to Agent, any other member of the Lender Group, or any Bank Product Provider on account of the Obligations which Agent, such other member of the Lender Group, or such Bank Product Provider repays to any Grantor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, or (iv) any action or inaction by Agent, any other member of the Lender Group, or any Bank Product Provider, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(d) This Guaranty includes all present and future Guaranteed Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed Obligations after prior Guaranteed Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guaranty as to future Guaranteed Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Agent, (ii) no such revocation shall apply to any Guaranteed Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any member of the Lender Group or any Bank Product Provider in existence on the date of such revocation, (iv) no payment by any Guarantor, any Borrower, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by any Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guaranteed Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This Guaranty shall be binding upon each Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Agent (for the benefit of the Lender Group and the Bank Product Providers) and its successors, transferees, or assigns.

(e) The guaranty by each of the Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(f) Each of the Guarantors authorizes Agent, the other members of the Lender Group, and the Bank Product Providers without notice or demand, and without affecting or impairing its liability hereunder, from time to time to:

(i) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon); or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Obligations or any of the Guaranteed Obligations (including any of the obligations of all or any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors;

(v) settle or compromise any of the Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Agent, any other member of the Lender Group, or any Bank Product Provider regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, any Bank Product Agreement, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Loan Document, any Bank Product Agreement, or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guaranty.

(g) It is not necessary for Agent, any other member of the Lender Group, or any Bank Product Provider to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be Guaranteed hereunder.

(h) Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any member of the Lender Group or any Bank Product Provider with respect thereto. The obligations of each Guarantor under this Guaranty are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guaranteed Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver of, or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, defense, or other right that any Guarantor may have at any time against any Person, including Agent, any other member of the Lender Group, or any Bank Product Provider;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any other Grantor or any guarantors or sureties;

(vii) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or any other guarantor or surety.

(i) Waivers:

(i) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require Agent, any other member of the Lender Group, or any Bank Product Provider to (i) proceed against any other Grantor or any other Person, (ii) proceed against or exhaust any security held from any other Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of any Grantor or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the disability of any Grantor or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Grantor other than payment of the Obligations to the extent of such payment. Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Grantor or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Guarantors hereunder except to the extent the Obligations have been paid.

(ii) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations. Each of the Guarantors waives notice of any Default or Event of Default under any of the Loan Documents. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Grantor's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope, and extent of the risks which each of the Guarantors assumes and incurs hereunder, and agrees that neither Agent nor any of the other members of the Lender Group nor any Bank Product Provider shall have any duty to advise any of the Guarantors of information known to them regarding such circumstances or risks.

(iii) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (A) any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Guarantor may now or at any time hereafter have against any Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider; (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Borrower or other guarantors or sureties; and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(iv) No Guarantor will exercise any rights that it may now or hereafter acquire against any Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Grantor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash and all of the Commitments have been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and

shall forthwith be paid to Agent to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this Guaranty, no Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Grantor (the "Foreclosed Grantor"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise.

(v) Each of the Guarantors hereby acknowledges and affirms that it understands that to the extent the Obligations are secured by Real Property located in California, Guarantors shall be liable for the full amount of the liability hereunder notwithstanding the foreclosure on such Real Property by trustee sale or any other reason impairing such Guarantor's right to proceed against any Loan Party. In accordance with Section 2856 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction, each of the Guarantors hereby waives until such time as the Obligations have been paid in full:

(1) all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the Guarantors by reason of Sections 2787 to 2855, inclusive, 2899, and 3433 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction;

(2) all rights and defenses that the Guarantors may have because the Obligations are secured by Real Property located in California, meaning, among other things, that: (A) Agent, the other members of the Lender Group, and the Bank Product Providers may collect from the Guarantors without first foreclosing on any real or personal property collateral pledged by any Borrower or any other Grantor, and (B) if Agent, on behalf of the Lender Group, forecloses on any Real Property collateral pledged by any Borrower or any other Grantor, (1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Lender Group may collect from the Guarantors even if, by foreclosing on the Real Property collateral, Agent or the other members of the Lender Group have destroyed or impaired any right the Guarantors may have to collect from any other Grantor, it being understood that this is an unconditional and irrevocable waiver of any rights and defenses the Guarantors may have because the Obligations are secured by Real Property (including, without limitation, any rights or defenses based upon Sections 580a, 580d, or 726 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction); and

(3) all rights and defenses arising out of an election of remedies by Agent, the other members of the Lender Group, and the Bank Product Providers, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations, has destroyed Guarantors' rights of subrogation and reimbursement against any Grantor by the operation of Section 580d of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction or otherwise.

(vi) Each of the Guarantors represents, warrants, and agrees that each of the waivers set forth above is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

(vii) Each of the Guarantors acknowledges and agrees that it is a guarantor, not a surety, under this Agreement and hereby waives, to the maximum extent permitted by law, all rights and defenses of a guarantor or surety under the Illinois Sureties Act (740 ILCS 155/1) or any similar statute or rule of law.

(viii) The provisions in this Section 2 which refer to certain sections of the California Civil Code are included in this Guaranty solely out of an abundance of caution and shall not be construed to mean that any of the above-referenced provisions of California law are in any way applicable to this Guaranty.

3. Grant of Security. Each Grantor hereby unconditionally grants, assigns (except in the case of ULC Shares), and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title, and interest in and to all of such Grantor's present and after-acquired personal property, including, without limitation, the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Grantor's Accounts;
- (b) all of such Grantor's Books;
- (c) all of such Grantor's Chattel Paper;
- (d) all of such Grantor's Commercial Tort Claims;
- (e) all of such Grantor's Deposit Accounts;
- (f) all of such Grantor's Equipment;
- (g) all of such Grantor's Farm Products;
- (h) all of such Grantor's Fixtures;
- (i) all of such Grantor's General Intangibles;
- (j) all of such Grantor's Inventory;
- (k) all of such Grantor's Investment Property;
- (l) all of such Grantor's Intellectual Property and Intellectual Property Licenses;

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- (m) all of such Grantor's Negotiable Collateral (including all of such Grantor's Pledged Notes);
 - (n) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);
 - (o) all of such Grantor's Securities Accounts;
 - (p) all of such Grantor's Supporting Obligations;
 - (q) all of such Grantor's money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other member of the Lender Group; and

(r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) voting Equity Interests of any CFC, solely to the extent that (y) such Equity Interests represent more than 65% of the outstanding voting Equity Interests of such CFC, and (z) pledging or hypothecating more than 65% of the total outstanding voting Equity Interests of such CFC would result in adverse tax consequences or the costs to the Grantors of providing such pledge are unreasonably excessive (as determined by Agent in consultation with Administrative Borrower) in relation to the benefits to Agent, the other members of the Lender Group, and the Bank Product Providers of the security afforded thereby (which pledge, if reasonably requested by Agent, shall be governed by the laws of the jurisdiction of such Subsidiary); or (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit,

license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's or any Bank Product Provider's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests); (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral; (iv) any consumer goods (as defined in the PPSA) of Select Agendas; or (v) the last day of any real property lease, or any agreement to lease to which Select Agendas is now or becomes a party as lessee, provided that any such last day shall be held in trust by Select Agendas for Agent and, on the exercise by Agent of its rights and remedies hereunder, shall be assigned by Select Agendas as directed by Agent. Notwithstanding the foregoing, Agent shall only have a security in, and not a present assignment of, any Canadian trademarks or ULC Shares forming part of the Collateral.

4. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding. Each Grantor confirms that value has been given by the Lender Group or the Bank Product Providers or any of them to such Grantor, that such Grantor has rights in its Collateral existing at the date of this Agreement and that such Grantor and the Agent have not agreed to postpone the time for attachment to the Security Interest in any of the Collateral of such Grantor.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) none of the members of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any of the members

of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default (or, in the case of pledged ULC Shares, the ULC Shares are no longer registered in the name of the applicable Grantor) and (ii) Agent has notified the applicable Grantor of Agent's election to exercise such rights with respect to the Pledged Interests pursuant to Section 16, except that in the case of ULC Shares, the applicable Grantor shall have the right to vote such shares and to retain for its own account any dividends or other distributions on such shares (other than to the extent same consists of certificated Pledged Interests which shall be delivered to Agent to be held in accordance with the terms hereof) until such shares are effectively transferred in to the name of a person other than such Grantor.

6. Representations and Warranties. In order to induce Agent to enter into this Agreement for the benefit of the Lender Group and the Bank Product Providers, each Grantor makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code), including any French or combined form of name, and jurisdiction of organization of each Grantor and each of its Subsidiaries is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office of each Grantor and each of its Subsidiaries is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's and each of its Subsidiaries' tax identification numbers and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) As of the Closing Date, no Grantor and no Subsidiary of a Grantor holds any commercial tort claims that exceed \$250,000 in amount, except as set forth on Schedule 1.

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 7(k)(iii) with respect to Controlled Accounts and provided that Grantors comply with Section 7(c) hereof) is a listing of all of Grantors' and their Subsidiaries' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (a) the name and address of such Person, and (b) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Closing Date.

(g) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor, all applications for registration of Copyrights owned by any Grantor; (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (B) any Person has granted to any Grantor any license or other rights material to the business of such Grantor in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor; (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor; and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor and all applications for registration of Trademarks owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in all Intellectual Property that is necessary in or material to the conduct of its business, and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor that is necessary in or material to the business of such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality;

(ii) to each Grantor's knowledge after reasonable inquiry, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor's knowledge after reasonable inquiry, (1) such Grantor has never infringed or misappropriated and is not currently infringing or misappropriating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed or misappropriated or is currently infringing or misappropriating any Intellectual

Property rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and (B) there are no infringement or misappropriation claims or proceedings pending, or to any Grantor's knowledge after reasonable inquiry, threatened in writing against any Grantor, and no Grantor has received any written notice or other communication of any actual or alleged infringement or misappropriation of any Intellectual Property rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor's knowledge after reasonable inquiry, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, and

(v) each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor.

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 11. Upon the making of such filings, Agent shall have (i) a first priority perfected security interest in the ABL Priority Collateral of each Grantor and (ii) a second priority security interest in the Split Lien Priority Collateral, subject only to the security interest granted to the Term Loan Agent to the extent permitted under the Split Lien Intercreditor Agreement, in each case to the extent such security interest can be perfected by the filing of a financing statement. Upon filing of any Copyright Security Agreement with the United States Copyright Office, filing of any Patent Security Agreement and any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 11, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor (subject only to the security interest granted to Term Loan Agent to the extent permitted under the Split Lien Credit Agreement). All action by any Grantor necessary to protect and perfect such security interest on each item of Collateral has been duly taken.

(j) (i) Except for the Security Interest created hereby, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable (subject to the general assessability of shares of a ULC) and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity

Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement; (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to Agent as provided herein; (iv) all actions necessary or desirable to perfect and establish the priority (subject only to the Liens of Term Loan Agent to the extent permitted pursuant to the Split Lien Intercreditor Agreement) of, or otherwise protect, Agent's Liens in the Investment Property, and the proceeds thereof, have been duly taken, upon (A) the execution and delivery of this Agreement; (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, together with undated powers (or other documents of transfer acceptable to Agent) endorsed in blank by the applicable Grantor; (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 11 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto; and (v) each Grantor has delivered to and deposited with Agent all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) Except as described on Schedule 6(k), no consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person (other than the consents of directors which may be required in connection with the transfer of ULC Shares) is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally and except for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force. Except as described on Schedule 6(k), no Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License.

(l) Schedule 12 sets forth all motor vehicles owned by Grantors as of the Closing Date, by model, model year, and vehicle identification number ("VIN").

(m) Except as described on Schedule 6(m), there is no default, breach, violation, or event of acceleration existing under any promissory note (as defined in the Code) constituting Collateral and pledged hereunder (each a "Pledged Note") and no event has occurred or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute a default, breach, violation, or event of acceleration under any Pledged Note. No Grantor that is an obligee under a Pledged Note has waived any default, breach, violation, or event of acceleration under such Pledged Note.

(n) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (A) are not dealt in or traded on securities exchanges or in securities markets, (B) do not constitute investment company securities, and (C) are not held by such Grantor in a Securities Account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction; provided however, that in the case of any Grantor that is organized under the laws of Canada or a province or territory thereof, such Grantor represents and warrants that all interests in partnerships or limited liability companies are a “security” for the purposes of the STA (if applicable); provided however, that in the case of any Grantor that is organized under the laws of Canada or a province or territory thereof, such Grantor represents and warrants that all interests in partnerships or limited liability companies are a “security” for the purposes of the STA (if applicable).

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23:

(a) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property, or Chattel Paper having an aggregate value or face amount of \$250,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five (5) Business Days after acquisition thereof), notify Agent thereof, and if and to the extent that perfection or priority of Agent’s Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five (5) Business Days) after request by Agent, shall execute such other documents and instruments as shall be requested by Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be requested by Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent’s Security Interest therein;

(b) Chattel Paper.

(i) Promptly (and in any event within five (5) Business Days) after request by Agent, each Grantor shall take all steps reasonably necessary to grant Agent control of all electronic Chattel Paper in accordance with the Code and all “transferable records” as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds \$250,000;

(ii) If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the request of Agent, such Chattel Paper and instruments shall be

marked with the following legend: “This writing and the obligations evidenced or secured hereby are subject to the Security Interest of Wells Fargo Capital Finance, LLC, as Agent for the benefit of the Lender Group and the Bank Product Providers”;

(c) Control Agreements.

(i) Except to the extent otherwise excused by Section 7(k)(iv), each Grantor shall obtain an authenticated Control Agreement (which may include a Controlled Account Agreement), from each bank maintaining a Deposit Account or Securities Account for such Grantor;

(ii) Except to the extent otherwise excused by Section 7(k)(iv), each Grantor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor; and

(iii) Except to the extent otherwise excused by Section 7(k)(iv), each Grantor shall obtain an authenticated Control Agreement with respect to all of such Grantor’s investment property;

(d) Letter-of-Credit Rights. If the Grantors (or any of them) are or become the beneficiary of letters of credit having a face amount or value of \$250,000 or more in the aggregate, then the applicable Grantor or Grantors shall promptly (and in any event within five (5) Business Days after becoming a beneficiary), notify Co-Collateral Agents thereof and, promptly (and in any event within five (5) Business Days) after request by either Co-Collateral Agent, enter into a tri-party agreement with Agent and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to Agent and directing all payments thereunder to Agent’s Account, all in form and substance reasonably satisfactory to Co-Collateral Agents;

(e) Commercial Tort Claims. If the Grantors (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of \$250,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Grantor or Grantors shall promptly (and in any event within five (5) Business Days of obtaining such Commercial Tort Claim), notify Agent upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five (5) Business Days) after request by Agent, amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by Agent to give Agent a first priority, perfected security interest in any such Commercial Tort Claim;

(f) Government Contracts. Other than Accounts and Chattel Paper that either (a) have an aggregate value of which does not at any one time exceed \$500,000 or (b) which are based upon purchase orders which are fully satisfied within sixty (60) days of acceptance of the same by any Grantor, if any Account or Chattel Paper arises out of a contract or contracts with

the United States of America or Canada or any department, agency, or instrumentality thereof, Grantors shall promptly (and in any event within five (5) Business Days of the creation thereof) notify Co-Collateral Agents thereof and, promptly (and in any event within five (5) Business Days) after request by either Co-Collateral Agent, execute any instruments or take any steps reasonably required by either Co-Collateral Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall provide written notice thereof under the Assignment of Claims Act or other applicable law;

(g) Intellectual Property.

(i) Upon the request of Agent, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to Agent one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence Agent's Lien on such Grantor's Patents, Trademarks, or Copyrights, and the General Intangibles of such Grantor relating thereto or represented thereby;

(ii) Each Grantor shall have the duty, with respect to Intellectual Property that is individually necessary in or material to the conduct of such Grantor's business, to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is necessary in or material to the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 7(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of such Grantor's business;

(iii) Grantors acknowledge and agree that the Lender Group shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 7(g)(iii), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) [Reserved.]

(v) No later than the last date of each fiscal quarter of Grantor (or, if an Event of Default has occurred and is continuing, more frequently if requested by Agent), each Grantor shall provide Agent with a written report of all new Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, and of all Intellectual Property Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period. In the case of such registrations or applications therefor, which were acquired or otherwise owned by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor and Intellectual Property Licenses as being subject to the security interests created thereunder;

(vi) Anything to the contrary in this Agreement notwithstanding, in no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an application for the registration of any Copyright with the United States Copyright Office or any similar office or agency in another country without complying with Section 7(g)(i). Upon receipt from the United States Copyright Office of notice of registration of any Copyright, each Grantor shall promptly (but in no event later than the end of the calendar month following such receipt) notify (but without duplication of any notice required by Section 7(g)(v)) Agent of such registration by delivering, or causing to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. If any Grantor acquires from any Person any Copyright registered with the United States Copyright Office or an application to register any Copyright with the United States Copyright Office, such Grantor shall promptly (but in no event later than the end of the calendar month following such acquisition) notify Agent of such acquisition and deliver, or cause to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. In the case of such Copyright registrations or applications therefor which were acquired by any Grantor, each such Grantor shall promptly (but in no event later than the end of the calendar month following such acquisition) file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Copyrights;

(vii) Each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property that is necessary in or material to the conduct of such Grantor's business, including, as applicable (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements; (B) taking actions reasonably necessary to ensure that no trade secret falls into the public domain; and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions; and

(viii) After the Closing Date, no Grantor shall enter into any Intellectual Property License material to the conduct of the business to receive any license or rights in any Intellectual Property of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Intellectual Property License (and all rights of Grantor thereunder) to Agent (and any transferees of Agent).

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five (5) Business Days of acquiring or obtaining such Collateral) deliver to Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests (notwithstanding the foregoing or any other provision of this Section 7(h) the limitations regarding the pledging of equity interests of CFCs as described in the Credit Agreement shall be in full force and effect);

(ii) Except with respect to ULC Shares, upon the occurrence and during the continuance of an Event of Default, following the request of either Co-Collateral Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Agent in the exact form received;

(iii) Each Grantor shall promptly deliver to Agent a copy of each material notice or other material communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents;

(v) Each Grantor agrees that it will cooperate with Agent in obtaining all necessary approvals and making all necessary filings under federal, state, provincial, local, or foreign law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer thereof;

(vi) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. As of the Closing Date, each limited liability company agreement governing the Pledged Interests shall expressly provide that such Pledged Interests are securities governed by Article 8 of the UCC; provided however, in connection with any Grantor organized under the laws of Canada or a province or territory thereof, such Grantor covenants that all interest in partnerships and limited liability companies shall be a "security" for the purposes of the STA (if applicable).

(i) Real Property; Fixtures. Each Grantor covenants and agrees that upon the acquisition of any fee interest in Real Property having a fair market value in excess of \$250,000 it will promptly (and in any event within two (2) Business Days of acquisition) notify Agent of the acquisition of such Real Property and will grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a second priority Mortgage (subject only to the first priority Mortgage granted in favor of the Term Loan Agent to the extent permitted under the Split Lien Intercreditor Agreement) on each fee interest in Real Property now or hereafter owned by such Grantor and shall deliver such other documentation and opinions, in form and substance satisfactory to Agent, in connection with the grant of such Mortgage as Agent shall request in its Permitted Discretion, including title insurance policies, financing statements, fixture filings and environmental audits and such Grantor shall pay all recording costs, intangible taxes and other fees and costs (including reasonable attorneys' fees and expenses) incurred in connection therewith. Each Grantor acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property;

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents;

(k) Controlled Accounts; Controlled Investments.

(i) Each Grantor shall (A) establish and maintain cash management services of a type and on terms reasonably satisfactory to Co-Collateral Agents at one or more of the banks set forth on Schedule 11 (each a "Controlled Account Bank"), and shall take reasonable steps to ensure that all of its and its Subsidiaries' Account Debtors forward payment of the amounts owed by them directly to such Controlled Account Bank, and (B) deposit or cause to be deposited promptly, and in any event no later than the first Business Day after the date of receipt thereof, all of their Collections (including those sent directly by their Account Debtors to a Grantor) into a bank account of such Grantor (each, a "Controlled Account") at one of the Controlled Account Banks.

(ii) Each Grantor shall establish and maintain Controlled Account Agreements with Agent and the applicable Controlled Account Bank, in form and substance reasonably acceptable to Co-Collateral Agents. Each such Controlled Account Agreement shall provide, among other things, that (A) the Controlled Account Bank will comply with any instructions originated by Agent directing the disposition of the funds in such Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against the applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (C) the Controlled Account Bank will forward by daily sweep all amounts in the applicable Controlled Account to the Agent's Account.

(iii) So long as no Default or Event of Default has occurred and is continuing, Borrowers may amend Schedule 11 to add or replace a Controlled Account Bank or Controlled Account and shall upon such addition or replacement provide to Agent an amended Schedule 11; provided, however, that (A) such prospective Controlled Account Bank shall be reasonably satisfactory to Co-Collateral Agents, and (B) prior to the time of the opening of such Controlled Account, the applicable Grantor and such prospective Controlled Account Bank shall have executed and delivered to Co-Collateral Agents a Controlled Account Agreement. Each Grantor shall close any of its Controlled Accounts (and establish replacement Controlled Account accounts in accordance with the foregoing sentence) as promptly as practicable and in any event within forty-five (45) days after notice from Agent that the operating performance, funds transfer, or availability procedures or performance of the Controlled Account Bank with respect to Controlled Account Accounts or Agent's liability under any Controlled Account Agreement with such Controlled Account Bank is no longer acceptable in Co-Collateral Agents' reasonable judgment.

(iv) Other than (i) an aggregate amount of not more than \$100,000 at any one time, in the case of Grantors and their Subsidiaries (other than those Subsidiaries that are CFCs), (ii) amounts deposited into Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor's or its Subsidiaries' employees, and (iii) an aggregate amount of not more than \$100,000 (calculated at current exchange rates) at any one time, in the case of Subsidiaries of Grantors that are CFCs, no Grantor will, and no Grantor will permit its Subsidiaries to, make, acquire, or permit to exist Permitted Investments consisting of cash, Cash Equivalents, or amounts credited to Deposit Accounts or Securities Accounts unless Grantor or its Subsidiary, as applicable, and the applicable bank or securities intermediary have entered into Control Agreements with Agent governing such Permitted Investments in order to perfect (and further establish) Agent's Liens in such Permitted Investments.

(l) Name, Etc. No Grantor will, nor will any Grantor permit any of its Subsidiaries to, change its name, adopt a French or combined name, organizational identification number, jurisdiction of organization or organizational identity; provided, that Grantor or any of its Subsidiaries may change its name upon at least 30 days prior written notice to Agent of such change.

(m) Motor Vehicles. Promptly (and in any event within five (5) Business Days) after request by Agent, with respect to all goods covered by a certificate of title owned by any Grantor, such Grantor shall deliver to Agent or Agent's designee, the certificates of title for all such goods and promptly (and in any event within five (5) Business Days) after request by Agent, such Grantor shall take all actions necessary to cause such certificates to be filed (with the Agent's Lien noted thereon) in the appropriate state motor vehicle filing office.

(n) Pledged Notes. Grantors (i) without the prior written consent of Agent, will not (A) waive or release any obligation of any Person that is obligated under any of the Pledged Notes, (B) take or omit to take any action or knowingly suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums

payable under the Pledged Notes, or (C) other than Permitted Dispositions, assign or surrender their rights and interests under any of the Pledged Notes or terminate, cancel, modify, change, supplement or amend the Pledged Notes, and (ii) shall provide to Agent copies of all material written notices (including notices of default) given or received with respect to the Pledged Notes promptly after giving or receiving such notice.

(o) Financing Order. Each Grantor agrees to be bound by the terms of the Financing Order.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

9. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Agent of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby. Each Grantor hereby waives, to the greatest extent permitted under applicable law, notice or receipt of copies of any such statements or amendments or any verification statements in respect thereof.

(c) Each Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as "all personal property of debtor", "all personal and after-acquired personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the Code.

10. Agent's Right to Perform Contracts, Exercise Rights, etc. Upon the occurrence and during the continuance of an Event of Default, Agent (or its designee), subject to the terms of then existing leases, contracts, other agreements and the Financing Order, (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right to use any Grantor's rights under Intellectual Property Licenses in connection with the enforcement of Agent's rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) except with respect to ULC Shares, shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Agent or any of its nominees.

11. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, subject to the terms of then existing leases, contracts, other agreements and the Financing Order, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Agent with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

(g) Agent, on behalf of the Lender Group or the Bank Product Providers, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Agent shall commence any such suit, the appropriate Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated.

12. Agent May Perform. Subject to the Financing Order, if any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors.

13. Agent's Duties. The powers conferred on Agent hereunder are solely to protect Agent's interest in the Collateral, for the benefit of the Lender Group and the Bank Product Providers, and shall not impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

14. Collection of Accounts, General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, Agent or Agent's designee may, subject to the Financing Order, (a) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, or that Agent has a security interest therein, and (b) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

15. Disposition of Pledged Interests by Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Agent shall, pursuant to the terms of this Agreement,

sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that Agent has handled the disposition in a commercially reasonable manner. For greater certainty, the foregoing provision shall apply to ULC Shares only after a realization and re-registration contemplated by Section 5 and Section 16(c) hereof.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) Except with respect to the ULC Shares, upon the occurrence and during the continuation of an Event of Default, (i) Agent may, at its option, and without prior notice to any Grantor, and in addition to all rights and remedies available to Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Agent, such Grantor's true and lawful ATTORNEY-IN-FACT and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable until the Secured Obligations have been paid in full.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Agent, vote or take any consensual action with respect to such Pledged Interests which would (i) materially adversely affect the rights of Agent, the other members of the Lender Group, or the Bank Product Providers, or (ii) materially adversely affect the value of the Pledged Interests.

(c) Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of Agent and each Grantor that neither Agent nor any member of the Lender Group or the Bank Product Providers should under any circumstances prior to realization thereon be held to be a "member" or a "shareholder", as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered and beneficial owner of ULC Shares which are Collateral of such Grantor, such Grantor will remain the sole registered and beneficial owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Agent, any other member of the Lender Group or the Bank Product Providers, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of such ULC Shares (except for any dividend or distribution comprised of any certificates representing the Pledged Interests of such Grantor, which shall be delivered to Agent to hold hereunder) and shall have the right to vote such ULC

Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute Agent, any member of the Lender Group or the Bank Product Providers, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Agent, any member of the Lender Group or the Bank Product Providers, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof or the Credit Agreement or any other Loan Document would have the effect of constituting Agent or member of the Lender Group or the Bank Product Providers, as applicable, a member or shareholder of any ULC prior to such time, such provision shall be severed herefrom or therefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, the Credit Agreement or the other Loan Documents, each Grantor shall not cause or permit, or enable a Pledged Company that is a ULC to cause or permit, Agent or member of the Lender Group or the Bank Product Providers to: (a) be registered as a shareholder or member of such Pledged Company; (b) have any notation entered in their favour in the share register of such Pledged Company; (c) be held out as shareholders or members of such Pledged Company; (d) receive, directly or indirectly, any dividends, property or other distributions from such Pledged Company by reason of Agent holding the Security Interests over the ULC Shares; or (e) act as a shareholder or member of such Pledged Company, or exercise any rights of a shareholder or member including the right to attend a meeting of shareholders or members of such Pledged Company or to vote its ULC Shares.

17. Remedies. Upon the occurrence and during the continuance of an Event of Default, subject to the limitations of Section 16(c) above and the requirements and limitations of the Financing Order:

(a) Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Financing Order, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Agent forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or

more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten (10) days notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Agent may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten (10) days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code.

(b) Subject to the terms of the existing applicable agreements and contracts, Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License), as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Agent.

(c) Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Agent's Liens are perfected by control under Section 9-104 of the Code or in Canada by registering a financing statement, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Agent, and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Agent.

(d) Any cash held by Agent as Collateral and all cash proceeds received by Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Agent shall have the right to an immediate writ of possession without notice of a hearing. Agent shall have the right to the appointment of a receiver, receiver-manager, manager or receiver and manager (each a "Receiver") for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Agent. To the extent permitted by applicable law, any Receiver appointed by Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of such Grantor. Agent may from time to time fix the Receiver's remuneration and such Grantor shall pay the amount of such remuneration to Agent. Agent shall not be liable to any Grantor or any other person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

18. Remedies Cumulative. Each right, power, and remedy of Agent, any other member of the Lender Group, or any Bank Product Provider as provided for in this Agreement, the other Loan Documents or any Bank Product Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, the other Loan Documents and the Bank Product Agreements or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Agent, any other member of the Lender Group, or any Bank Product Provider, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Agent, such other member of the Lender Group or such Bank Product Provider of any or all such other rights, powers, or remedies.

19. Marshaling. Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

20. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify Agent and the other members of the Lender Group from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including enforcement of this

Agreement) or any other Loan Document to which such Grantor is a party, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the party seeking indemnification as determined by a final non-appealable order of a court of competent jurisdiction. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

(b) Grantors, jointly and severally, shall, upon demand, pay to Agent (or Agent, may charge to the Loan Account) all the Lender Group Expenses which Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement and the other Loan Documents, (iii) the exercise or enforcement of any of the rights of Agent hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

21. Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor to which such amendment applies.

22. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement or Guaranty, as applicable, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

23. Continuing Security Interest: Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guaranty made and the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Administrative Borrower's request, Agent will authorize the filing of appropriate termination statements to terminate such Security Interest. No transfer or renewal, extension,

assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Agent nor any additional Revolving Loans or other loans made by any Lender to Borrowers, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Agent, nor any other act of the Lender Group or the Bank Product Providers, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Agent in accordance with the provisions of the Credit Agreement. Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Agent would otherwise have had on any other occasion.

(b) Each Grantor agrees that, if any payment made by any Grantor or other Person and applied to the Secured Obligations is at any time annulled, avoided, set, aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by Agent or any other member of the Lender Group to such Grantor, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (i) any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing clause (a), or (ii) any provision of the Guaranty hereunder shall have been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

24. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Lender, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

25. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER

OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY OF THE FOLLOWING, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, ~~PROVIDED~~, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT, ANY CO-COLLATERAL AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING LENDER, OR THE UNDERLYING ISSUER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN SECTION 25(c) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

26. [Intentionally Omitted.]

27. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Agent” shall be a reference to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

28. Miscellaneous.

(a) This Agreement is a Loan Document. This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(e) Each Grantor:

(i) acknowledges receipt of a true copy of this Agreement; and

(ii) acknowledges receipt of a copy of all financing statements registered under the Code evidencing the Security Interests.

(f) In the event of any inconsistency between the provisions of this Agreement or any other Loan Document and the Financing Order, the provisions of the Financing Order shall govern.

29. Split Lien Intercreditor Agreement.

(a) Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Split Lien Intercreditor Agreement, such provision in the Split Lien Intercreditor Agreement shall control.

(b) Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, any obligation of any Grantor hereunder with respect to the delivery or control of any Collateral that constitutes Split Lien Collateral shall be deemed to be satisfied if such Grantor delivers or provides control of such Split Lien Collateral to the Term Loan Agent in accordance with the requirements of the corresponding provision of the applicable Split Lien Document.

30. Canadian Interpretation. Where the context so requires (i) all terms defined in this Agreement by reference to the “Code” or the “Uniform Commercial Code” shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the PPSA, the STA, the *Bills of Exchange Act* (Canada) and the *Depository Bills and Notes Act* (Canada)), in all cases for the extension, preservation or betterment of the security and rights of Agent, (ii) all references in this Agreement to “Article 8 of the Code” or “Article 8 of the Uniform Commercial Code” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the STA), (iii) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable Canadian personal property security laws, (iv) all references to federal or state securities law of the United States shall be deemed to refer also to analogous federal and provincial securities laws in Canada; (v) all references to the United States of America, or to any subdivision, department or agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof; (vi) all reference in the Agreement to the United States Copyright Office or the United States Patent and Trademark Office shall be deemed to refer also to the Canadian Intellectual Property Office; and (vii) all references to “Insolvency Proceeding” shall be deemed to refer also to any insolvency proceeding occurring in Canada or under Canadian law.

[signature pages follow]

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

GRANTORS:

SCHOOL SPECIALTY, INC.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

CLASSROOMDIRECT.COM, LLC

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

SPORTIME, LLC

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

DELTA EDUCATION, LLC

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

[SIGNATURE PAGE TO GUARANTY AND SECURITY AGREEMENT]

CHILDCRAFT EDUCATION CORP.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

CALIFONE INTERNATIONAL, INC.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

FREY SCIENTIFIC, INC.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

SAX ARTS & CRAFTS, INC.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

SELECT AGENDAS, CORP.

By: /s/ Michael P. Lavelle
Name: _____
Title: _____

[SIGNATURE PAGE TO GUARANTY AND SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: /s/ Laura Nickas

Name: Laura Nickas

Title: Vice President

[SIGNATURE PAGE TO GUARANTY AND SECURITY AGREEMENT]

SCHEDULE 1

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Commercial Tort Claims

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages in excess of \$1 million resulting from a deficient printing job. The claim for direct damages in this matter is approximately \$1 million. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

SCHEDULE 2

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Copyrights

ABC SCHOOL SUPPLY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
A B C School Supply, Inc.	ABC School Supply, Inc. ... catalog	TX0002189648	11/10/1987
A B C School Supply, Inc.	The Rainbow book of early learning materials	TX0002282947	2/16/1988
A B C School Supply, Inc.	ABC puts the whole world in your hands	TX0002189647	11/10/1987
ABC School Supply, Inc.	Parent lending library master guide	TX0004131135	9/12/1995

AUTOSKILL

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Autoskill, Inc.	Autoskill Autonetwork.	TXu001050042	9/25/2002
Autoskill, Inc.	Autoskill Autonetwork BV.	TXu001050040	9/25/2002
Autoskill, Inc.	Autoskill : component reading subskills testing and training program.	TX0001742632	1/27/1986
Autoskill, Inc.	Autoskill mathematics program (AMP) / written by Ernest James Foster, 1951-.	TX0003452231	6/30/1992
Autoskill, Inc.	Incomnet Autonetwork.	TXu001050041	9/25/2002
Autoskill, Inc.	Math program for ICON / Ernie Foster.	TX0003452232	6/30/1992
AutoSkill International, Inc.	Academy of reading.	TX0005151672	12/27/1999

BECKLEY CARDY

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalog IV, Early learning	TX0001691988	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials	TX0001686703	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials.	TX0001689863 TX0001689864	11/4/1985 11/4/1985
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0002446722 TX0002446720 TX0002446718	12/8/1988 12/8/1988 12/8/1988
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0003296388 TX0003296387	4/27/1992 4/27/1992
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003032681 TX0003092730 TX0003156360 TX0003233655	2/20/91; 6/25/91; 10/17/91; 1/29/92
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002760468 TX0002803169 TX0002879561 TX0002959914	3/5/90 4/24/90 8/29/90 12/10/90
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002491862 TX0002539669 TX0002654732 TX0002669451	2/6/89 4/14/89 10/11/89 11/07/89
Beckley-Cardy, a subsidiary of Edgell Communications, Inc	Beckley Cardy : general catalog	TX0002462688	12/2/1988
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001691678	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001683069	11/4/1985
Edgell Communications, Inc.	Beckley Cardy : general catalog	TX0002745207	2/14/1990
Beckley-Cardy, Inc.	Create a classroom 1.0.	PAu002246021	8/12/1997

BRODHEAD GARRETT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002159275	10/1/1987
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0001261623	11/9/1983
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000872324	3/17/1982
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000476250	5/19/1980

CHILDCRAFT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation.	Childcraft : the growing years : [catalog].	TX0000677954	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677953	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677955	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677952	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677951	5/13/1981
Carol Mardell & Dorothea S. Goldenberg	Dial-R / [Carol D. Mardell-Czudnowski, Dorothea S. Goldenberg].	TX0001413417	6/29/1984
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001594689	3/15/1985
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001764298	3/26/1986
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002250405	2/1/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002486090	2/1/1989
Carol Mardell-Czudnowski & Dorothea Goldenberg	DIAL-R activity card system : developmental tasks for school and home	TX0002634186	8/9/1989
Carol Mardell-Czudnowski and Dorothea S. Goldenberg	Dial-R for parents : activities for the child at home keyed to the Dial-R assessment kit	TX0002634081	8/15/1989
Childcraft Education Corporation	Childcraft—building minds and imaginations for the growing years : 1990	TX0002787251	3/13/1990
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0004140775	8/30/1995
Childcraft Education Corporation	Notice of grant security interest in copyrights	V3437D211	6/28/1999
Childcraft Education Corp	Earth and Space	SR0000611712	9/13/2007
Childcraft Education Corp	Inquiry	SR0000611715	9/13/2007
Childcraft Education Corp	Life Science	SR0000611714	9/13/2007
Childcraft Education Corp	Personal and Social Perspectives	SR0000611711	9/13/2007
Childcraft Education Corp	Physical Science	SR0000611710	9/13/2007
Childcraft Education Corporation	Let's get cooking! / by Margot Hammond.	TX0004742730	3/17/1998
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001594688	3/15/1985
		TX0002239795	8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297;	2/28/1986;
		TX0001889261	8/21/1986
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002124525	8/3/1987
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002009649;	2/24/1987&
		TX0002124526	8/3/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002326459; TX0002404103; TX0002404104; TX0002403577; TX0002407643; TX0002407644	2/8/1988; 9/6/1988; 9/6/1988; 10/24/1988; 10/24/1988
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002319535; TX0002402995; TX0002404100; TX0002402994	2/8/1988; 9/6/1988; 9/6/1988; 9/6/1988
Childcraft Education Corporation	Childcraft west : the Growing Years, infants, early childhood, special ed. school catalog	TX0002486089	2/1/1989
Childcraft Education Corporation	Childcraft West—building minds and imaginations for the growing years : 1990	TX0002787252	3/13/1990
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002537376; TX0002515392; TX0002714983; TX0002714984; TX0002714985; TX0002714986; TX0002714987	2/15/1989; 2/15/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog	TX0002501249; TX0002501669; TX0002501670; TX0002701220; TX0002701219; TX0002701218; TX0002701216; TX0002701217	2/2/1989; 2/2/1989; 2/2/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989
Childcraft, Inc.	Childcraft : toys that teach : [catalog].	TX0002765767; TX0002765768; TX0002765769; TX0002765770	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft, Inc.	Just for Kids! : America's favorite children's catalog	TX0002765891; TX0002765766; TX0002765892; TX0002765893	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft Education Corp	Celebrate Science Physical Science Set	SR0000611710	9/13/2007

CPO SCIENCE

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Air rocket : curriculum resource guide : force, motion and energy.	TX0005661277	12/19/2002
CPO Science, a division of Delta Education, LLC	Atom building game : structure of the atom.	TX0005643457	12/19/2002
CPO Science, a division of Delta Education, LLC	Bathymetric map with land topography : [World]	VA0001264564	6/6/2004
CPO Science, a division of Delta Education, LLC	Car and ramp : force and motion.	TX0005643458	12/19/2002
CPO Science, a division of School Specialty	CPO Science Earth Science Investigation Manual.	TX0006947238	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Student Text Book.	TX0006939698	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Teacher Guide.	TX0006939695	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Electronic Book.	TX0006989877	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Examview Test Bank.	TX0006989236	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Investigation Manual.	TX0006941501	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Lesson Organizer.	TX0006989223	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Student Text Book.	TX0006940713	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Guide.	TX0006940703	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Resource CD.	TX0006989231	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teaching Illustrations.	TX0006989228	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Electronic Book.	TX0006989905	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	CPO Science Physical Science Examview Test Bank.	TX0006989968	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Investigation Manual.	TX0006941513	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Lesson Organizer.	TX0006989897	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Student Text Book.	TX0006940658	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Guide.	TX0006940706	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Resource CD.	TX0006989965	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teaching Illustrations.	TX0006989941	4/14/2008
CPO Science, a division of Delta Education, LLC	Electric circuits : curriculum resource guide : electricity and circuits.	TX0005661281	12/19/2002
CPO Science, a division of Delta Education, LLC	Electric motor : electricity and magnetism.	TX0005643452	12/19/2002
CPO Science, a division of School Specialty	Focus on Earth Science Electronic Book.	TX0006933062	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Exam View Text Bank.	TX0006933640	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Investigation Manual.	TX0006933185	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Lesson Organizer.	TX0006933056	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Components CD.	TX0006933139	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Electronic Book.	TX0006933135	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Investigation Manual.	TX0006933174	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Student Text Book.	TX0006933192	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Student Textbook.	TX0006933199	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Guide.	TX0006933209	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Resource CD.	TX0006933072	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teaching Illustrations.	TX0006933084	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Electronic book.	TX0007195180	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Exam View Test Bank.	TX0007127016	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Investigation Manual.	TX0007126275	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Lesson Organizer.	TX0007194967	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Components CD.	TX0007194972	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Electronic Book.	TX0007194963	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Investigation Manual.	TX0007127021	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Student Text.	TX0007126303	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Student Text.	TX0007126309	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Guide.	TX0007126320	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Resource CD.	TX0007195159	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Physical Science Electronic Book.	TX0007132093	4/14/2008
CPO Science	Focus on Physical Science Teaching Illustrations.	TX0007162140	4/14/2008
CPO Science, a division of Delta Education, LLC	Foundations of physical science.	TX0006191850	6/13/2005
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Investigation Manual.	TX0007391167	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Student Text Book.	TX0007391170	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Teacher Guide.	TX0007391173	4/20/2011
CPO Science, a division of Delta Education, LLC	Foundations of physical science blackline masters.	TX0005801990	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science color teaching tools.	TX0005872256	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : electronic book.	TX0006172818	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science electronic book.	TX0005872257	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : ExamView test bank.	TX0005643760	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science investigations.	TX0006191699	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science : investigations / Tom Hsu.	TX0005659139	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : skill and practice worksheets.	TX0005659137	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : teacher's guide.	TX0005653856	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science / Tom Hsu.	TX0005659140	12/19/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science	Foundations of physical science with earth and space science : blackline masters.	TX0005817995	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science color teaching tools.	TX0005872258	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science electronic book.	TX0005872259	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : Exam View Test Bank.	TX0005817988	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : skill and practice worksheets.	TX0005817987	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science / Tom Hsu.	TX0005776361	6/6/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space studies / Tom Hsu.	TX0005800659	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical with earth and space science / Tom Hsu.	TX0005803829	8/15/2003
CPO Science, a division of Delta Education, LLC	Foundations of physics.	TX0006001517	6/6/2004
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Examview Test Bank.	TX0007388448	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Investigation Manual.	TX0007388215	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Student Text Book.	TX0007388362	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Guide.	TX0007388274	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Resource CD.	TX0007388430	4/26/2011
CPO Science, a division of Delta Education, LLC	Foundations of physics : electronic book.	TX0006052070	6/6/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Foundations of physics ExamView Test Bank.	TX0005993630	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : investigations / Tom Hsu.	TX0005913042	1/16/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : teacher's guide / Tom Hsu.	TX0005994977	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics / Tom Hsu.	TX0005836561	8/19/2003
CPO Science, a division of Delta Education, LLC	Gears and levers : curriculum resource guide : gears levers and rotating machines.	TX0005661280	12/19/2002
CPO Science, a division of Delta Education, LLC	Gravity drop : free fall and the gravity drop.	TX0005643454	12/19/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry ExamView test bank.	TX0005835009	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry investigations / Tom Hsu.	TX0005803522	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : skill and practice worksheets.	TX0005659138	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : teacher's guide / Tom Hsu.	TX0005659141	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry / Tom Hsu.	TX0005803523	12/20/2002
CPO Science	Integrated science : an investigative approach.	TX0006173600	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : electronic book.	TX0006166497	6/13/2005
CPO Science, a division of Delta Education, LLC	[Integrated science : an investigative approach exam view test bank]	TX0006172772	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : Investigations.	TX0006176273	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teacher's guide.	TX0006191851	6/13/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teachers support CD-ROM.	TX0006166495	6/13/2005
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science.	TX0005866196	9/19/2003
CPO Science, a division of Delta Education, LLC	Introduction to Earth and space science : investigations. / Tom Hsu.	TX0005817939	8/15/2003
on text; CPO Science, division of Delta Education, LLC	Introduction to Earth and space science / Tom Hsu.	TX0005776744	6/6/2003
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science / Tom Hsu.	TX0005786573	9/19/2003
CPO Science, a division of Delta Education, LLC	Light and optics : properties of light.	TX0005643451	12/19/2002
CPO Science, a division of Delta Education, LLC	Marble launcher : curriculum resource guide : projectile motion.	TX0005661278	12/19/2002
CPO Science, a division of Delta Education, LLC	Pendulum : harmonic motion.	TX0005643450	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic puzzle : chemistry and the elements.	TX0005643453	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic table tiles : curriculum resource guide : chemistry and the elements.	TX0005661279	12/19/2002
CPO Science, a division of Delta Education, LLC	Physics a first course.	TX0006141984	2/28/2005
CPO Science, a division of School Specialty.	Physics A First Course Electronic Book.	TX0007235289	4/16/2008
CPO Science, a division of Delta Education, LLC	Physics : a first course electronic book.	TX0006198516	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Examview Test Bank.	TX0007219868	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics A First Course Exam View Test Bank	TX0006183169	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Investigation Manual	TX0007219870	12/16/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Physics a first course investigations.	TX0006125083	2/24/2005
CPO Science, a division of School Specialty.	Physics A First Course Proplanner.	TX0007235275	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Student Text Book.	TX0007235140	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Teacher Guide.	TX0007219861	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics, a first course : teacher's guide / Tom Hsu.	TX0006208070	6/13/2005
CPO Science, a division of Delta Education, LLC	Physics : a first course teachers support CD Rom.	TX0006198517	6/13/2005
CPO Science, a division of Delta Education, LLC	Rollercoaster : energy and energy conservation.	TX0005643449	12/19/2002
CPO Science, a division of Delta Education, LLC	Ropes and pulleys : force, work and energy.	TX0005643456	12/19/2002
CPO Science, a division of Delta Education, LLC	Sound and waves : music, sound and waves.	TX0005643455	12/19/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry DVD series.	TX0005783473	12/20/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry video series.	TX0005783461	12/20/2002
CPO Science, a division of School Specialty.	CPO Science Earth Science Electronic Book.	TX0006937162	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Examview Test Bank.	TX0006954526	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Lesson Organizer.	TX0006937093	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teacher Resource CD.	TX0006937150	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teaching Illustrations.	TX0006937146	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Focus on Physical Science Exam View Test Bank.	TX0007131667	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Investigation Manual.	TX0007131982	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Lesson Organizer.	TX0007131502	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Components CD.	TX0007139267	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Electronic Book.	TX0007137812	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Investigation Manual.	TX0007356040	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Student Text Book.	TX0007137830	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Student Text Book.	TX0007132216	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Teacher Resource CD.	TX0007137820	4/14/2008
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Multimedia DVD.	TX0007391165	4/20/2011
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Teacher Resource CD.	TX0007391151	4/20/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Examview Test Bank.	TX0007388979	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Investigation Manual.	TX0007389189	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Multimedia DVD.	TX0007392672	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Student Text Book.	TX0007389186	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher Resource CD.	TX0007392673	4/26/2011

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher's Guide.	TX0007388873	4/26/2011
CPO Science, a division of School Specialty.	Physics A First Course Teacher Resource CD.	TX0007229600	4/16/2008
COP Science, a division of School Specialty.	Focus on Life Science Teaching Illustrations.	TX0007195147	4/14/2008

DELTA

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Beginnings: teacher's guide/Herbert D. Their, Robert C. Knott	TX0005877113	11/21/2003
Delta Education	Behavior of mealworms: teacher's guide	TX0002384470	7/8/1988
Delta Education, LLC	Butterflies and moths	TX0005914419	2/10/2004
Delta Education	Butterflies and moths: teacher's guide	TX0002384468	11/1/1996
Delta Education, Inc.	Charge it! Static electricity: activity guide/by Delta Education; author, Richard Bollinger	TX0004406415	11/1/1996
Delta Education, Inc.	Charge it! static electricity : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406422	11/1/1996
Delta Education	Classroom plants : teacher's guide.	TX0002384473	7/8/1988
Delta Education, Inc.	Clear view of area and volume formulas : activities, visuals, masters.	TX0004406667	2/19/1997
Delta Education, LLC	Color and light.	TX0005914420	2/10/2004
Delta Education, LLC	Communities : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866655	11/21/2003
Delta Education, Inc.	Crystal creations : activity guide / author, Carol Prekker.	TX0004406777	2/19/1997
Delta Education	Delta Science First Reader, Science and Literacy program Teacher's Guide.	TX0006898348	11/9/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta science module, erosion teacher's guide.	TX0006404994	6/28/2006
Delta Education	Delta science module, third edition : classroom plants : teacher's guide.	TX0006405648	6/28/2006
Delta Education	Delta science module, third edition : earth, moon, and sun : teacher's guide.	TX0006405649	6/28/2006
Delta Education	Delta science module, third edition : earth processes : teacher's guide.	TX0006405647	6/28/2006
Delta Education	Delta science module, third edition : electromagnetism : teacher's guide.	TX0006405651	6/28/2006
Delta Education	Delta science module, third edition : matter and change : teacher's guide.	TX0006405646	6/28/2006
Delta Education	Delta science module, third edition : plant and animal populations : teacher's guide.	TX0006405650	6/28/2006
Delta Education	Delta Science Modules, Third Ed., DNA: From Genes to Proteins Teacher's Guide.	TX0006898345	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio.	TX0006897073	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio (Spanish Edition)	TX0006897105	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook.	TX0006898338	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook, Spanish Edition	TX0006898340	11/9/2007
Delta Education	Delta Science Modules, Third Edition.		
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio.	TX0006897058	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio (Spanish Edition)	TX0006897064	12/7/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook.	TX0006898323	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook, Spanish Edition.	TX0006898320	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio (Spanish Edition)	TX0006897081	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio.	TX0006897097	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook.	TX0006898328	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook, Spanish Edition.	TX0006898339	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Using Science Notebooks Folio.	TX0006897051	12/7/2007
Delta Education	Delta Science Reader, Astronomy.	TX0006898342	11/9/2007
Delta Education	Delta Science Reader, Earth Movements Reader, Spanish Edition.	TX0006898332	11/9/2007
Delta Education	Delta Science Reader, Electrical Connections Delta Science Reader.	TX0006898344	11/9/2007
Delta Education	Delta Science Reader, Food Chains and Webs Reader, Spanish Edition.	TX0006898327	11/9/2007
Delta Education	Delta Science Reader, Force and Motion Reader, Spanish Edition.	TX0006898325	11/9/2007
Delta Education, Inc.	Detective lab : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406417	11/1/1996
Delta Education, Inc.	Detective lab : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406416	11/1/1996
Delta Education, LLC	Dinosaurs and fossils.	TX0005914416	2/10/2004
Delta Education, LLC	Discovery guide : body and senses : pre-K.	TX0005699021	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Earth movements.	TX0005913100	2/10/2004
Delta Education, LLC	Ecosystems : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866657	11/21/2003
Delta Education, LLC	Electrical circuits / [Sarah A. Maineri], senior project editor.	TX0005748056	5/8/2003
Delta Education	Electrical circuits : teacher's guide.	TX0002384480	7/8/1988
Delta Education, LLC	Electrical circuits : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747210	5/9/2003
Delta Education, Inc.	Electromagnetism : activity guide / by Delta Education ; author, Sally Seehafer.	TX0004406419	11/1/1996
Delta Education	Electromagnetism : teacher's guide.	TX0002384461	7/8/1988
Delta Education, Inc.	Energy & motion : activity guide / author, M. J. Lechner.	TX0004410975	2/18/1997
Delta Education, Inc.	Energy & motion : activity journal.	TX0004410976	2/18/1997
Delta Education, LLC	Energy sources : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877116	11/21/2003
Delta Education, LLC	Environments : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866659	11/21/2003
Delta Education, LLC	Finding the moon.	TX0005748493	5/8/2003
Delta Education, LLC	Finding the Moon : teacher's guide.	TX0005792811	8/12/2003
Delta Education	Finding the moon : teacher's guide / by Gretchen M. Alexander.	TX0002384476	7/8/1988
Delta Education, LLC	Flight and rocketry reader	TX0005913098	2/10/2004
Delta Education, Inc.	Flight! gliders to jets : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406420	11/1/1996
Delta Education, LLC	Food chains and webs : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747206	5/9/2003
Delta Education, LLC	Food chains and webs / [Sarah A. Maineri], senior project editor.	TX0005748057	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Force and motion : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747207	5/9/2003
Delta Education	From seed to plant : teacher's guide.	TX0002384472	7/8/1988
Delta Education, Inc.	Gears at work : activity guide / author, Joreen Hendry.	TX0004410977	2/18/1997
Delta Education, Inc.	Gears at work : activity journal / author, Joreen Hendry.	TX0004410978	2/18/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity guide / author, Katy Z. Allen.	TX0004423398	3/3/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity journal / author, Katy Z. Allen.	TX0004423399	3/3/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity guide / author, Kathy Z. Allen.	TX0004410979	2/18/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity journal / author, Kathy Z. Allen.	TX0004410973	2/18/1997
Delta Education, LLC	Hexagonoes exponents : level 1 : teacher guide.	TX0005853766	11/21/2003
Delta Education, LLC	Hexagonoes exponents : level 2 : teacher guide.	TX0005853767	11/21/2003
Delta Education, LLC	Hexagonoes percents : level 2 : teacher guide.	TX0005853768	11/21/2003
Delta Education, LLC	Investigating water.	TX0005913096	2/10/2004
Delta Education	Investigating water : teacher's guide.	TX0002384457	7/8/1988
Delta Education	Length and capacity : teacher's guide / by D. Louis Finsand.	TX0002384462	7/8/1988
Delta Education	Lenses and mirrors : teacher's guide / prepared by the National Learning Center.	TX0002384463	7/8/1988
Delta Education, LLC	Life cycles : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877115	11/21/2003
Delta Education	Looking at liquids : teacher's guide.	TX0002384458	7/8/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Magnetic magic : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406421	11/1/1996
Delta Education, LLC	Magnets.	TX0005913097	2/10/2004
Delta Education, LLC	Material objects : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877114	11/21/2003
Delta Education	Measuring : teacher's guide.	TX0002384465	7/8/1988
Delta Education	Newton's toy box : teacher's guide.	TX0006403251	6/28/2006
Delta Education, LLC	Observing an aquarium.	TX0005914421	2/10/2004
Delta Education, LLC	Observing an aquarium : teacher's guide.	TX0005914412	2/10/2004
Delta Education	Observing an aquarium : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384471	7/8/1988
Delta Education, LLC	Oceans.	TX0005913099	2/10/2004
Delta Education, LLC	Oceans : teacher's guide.	TX0005914414	2/10/2004
Delta Education, LLC	Organisms : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866656	11/21/2003
Delta Education, LLC	Plant and animal life cycles.	TX0005699028	5/8/2003
Delta Education	Plant and animal life cycles : teacher's guide.	TX0002384469	7/8/1988
Delta Education	Plants in our world reader.	TX0006402066	6/26/2006
Delta Education, LLC	Pollution.	TX0005913095	2/10/2004
Delta Education	Pond life : teacher's guide.	TX0002384467	7/8/1988
Delta Education	Powders and crystals : teacher's guide.	TX0002384459	7/8/1988
Delta Education	Properties : teacher's guide.	TX0002384460	7/8/1988
Delta Education, LLC	Relative position and motion : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866658	11/21/2003
Delta Education, Inc.	Rock origins : activity guide / author, Richard Bollinger.	TX0004406776	2/19/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Rocks and minerals : teacher's guide / by Ben Werner.	TX0002384479	7/8/1988
Delta Education, Inc.	Seed mysteries : activity guide / author, Mary Jo Lechner.	TX0004410972	2/18/1997
Delta Education, Inc.	Seed mysteries : activity journal / author, Mary Jo Lechner.	TX0004410974	2/18/1997
Delta Education, LLC	Simple machines.	TX0005699027	5/8/2003
Delta Education	Simple machines : teacher's guide / by Elizabeth Fox.	TX0002384481	7/8/1988
Delta Education	Sink or float? : teacher's guide.	TX0006403250	6/28/2006
Delta Education	Sink or float : teacher's guide.	TX0002384482	7/8/1988
Delta Education, LLC	Soil science.	TX0005914417	2/10/2004
Delta Education, LLC	Solar system / [Sarah A. Maineri], senior project editor.	TX0005748058	5/8/2003
Delta Education, LLC	Solar system : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747208	5/9/2003
Delta Education, LLC	Sound.	TX0005913094	2/10/2004
Delta Education, LLC	Sound : teacher's guide.	TX0005914413	2/10/2004
Delta Education	Sound : teacher's guide.	TX0002384456	7/8/1988
Delta Education, LLC	Stages of matter : teacher's guide.	TX0005792812	8/12/2003
Delta Education, LLC	States of matter / [Sarah A. Maineri], senior project editor.	TX0005748054	5/8/2003
Delta Education	States of matter : teacher's guide / by Michael Worosz.	TX0002384464	7/8/1988
Delta Education, LLC	Sunshine and shadows.	TX0005913093	2/10/2004
Delta Education	Sunshine and shadows : teacher's guide.	TX0002384477	7/8/1988
Delta Education, LLC	Using your senses / [Sarah A. Maineri], senior project editor.	TX0005748059	5/8/2003
Delta Education, LLC	Using your senses : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747205	5/9/2003

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Delta Education, LLC	Water cycle.	TX0005914418	2/10/2004
Delta Education, LLC	Weather forecasting.	TX0005699029	5/8/2003
Delta Education	Weather forecasting : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384475	7/8/1988
Delta Education, LLC	Weather forecasting : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747209	5/9/2003
Delta Education, LLC	Weather instruments / [Sarah A. Maineri], senior project editor.	TX0005748055	5/8/2003
Delta Education	Weather instruments : teacher's guide / by Lester G. Paldy.	TX0002384478	7/8/1988
Delta Education, LLC	Weather watching / [Sarah A. Maineri], senior project editor.	TX0005748053	5/8/2003
Delta Education	Weather watching : teacher's guide / by Lester G. Paldy.	TX0002384474	7/8/1988
Delta Education, Inc.	Weather wise : activity guide / author, Ceanne Tzimopoulos.	TX0004410969	2/18/1997
Delta Education, Inc.	Weather wise : activity journal / author, Ceanne Tzimopoulos.	TX0004410970	2/18/1997
Delta Education, Inc.	Work : plane & simple : activity guide / author, Sally Gullatt Seehafer.	TX0004410971	2/18/1997
Delta Education, Inc.	Work—plane and simple : activity guide / by Delta Education ; author, Sally Gullatt Seehafer.	TX0004406418	11/1/1996
Delta Education, LLC	You and your body / [Sarah A. Maineri], senior project editor.	TX0005748052	5/8/2003
Delta Education, LLC	You and your body : teacher's guide.	TX0005815686	8/12/2003
Delta Education	You and your body : teacher's guide / by David R. Stronck.	TX0002384466	7/8/1988
Delta Education, Inc.	Amazing air : DSM II teacher's guide / National Learning Center.	TX0004441524	1/9/1997
Delta Education, Inc.	Animal behavior : teacher's guide.	TX0004440867	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Aquatic life mini-kit : equipment and guide to assist children in the exploration of an aquatic environment.	TX0003739371	12/6/1993
Delta Education, Inc.	Beginnings : teacher's guide : level K / Herbert D. Thier, Robert C. Knott.	TX0003363130	6/3/1992
Delta Education, Inc.	Behavior of mealworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957855	8/11/1982
Delta Education, Inc.	Body basics : activity guide.	TX0004406456	11/1/1996
Delta Education, Inc.	Body basics : activity journal.	TX0004406458	11/1/1996
Delta Education, Inc.	Brine shrimp : Delta project cards / William R. Brown, Edwin P. White.	TX0000957849	8/11/1982
Delta Education, Inc.	Bubble science activity guide.	TX0004406454	11/1/1996
Delta Education, Inc.	Bubble science activity journal.	TX0004406453	11/1/1996
Delta Education, Inc.	Butterflies and moths : DSM II teacher's guide.	TX0004440180	1/9/1997
Delta Education, Inc.	Chemical interactions : teacher's guide.	TX0003842875	2/27/1995
Delta Education, Inc.	Classroom plants : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004442733	1/9/1997
Delta Education, Inc.	Clay boats : Delta project cards / William R. Brown, Edwin P. White.	TX0000957850	8/11/1982
Delta Education, Inc.	Clear view of personal checking : simulations, activities, masters, visuals / author, Vicky L. Kouba.	TX0004406666	2/19/1997
Delta Education, Inc.	Color and light : teacher's guide.	TX0004043757	2/27/1995
Delta Education, Inc.	Communities.	TX0003593416	6/21/1993
Delta Education, Inc.	Communities : teacher's guide, level 5 / Robert C. Knott, Herbert D. Thier.	TX0003690485	9/30/1993
Delta Education, Inc.	Crystal creations : activity journal.	TX0004406455	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Delta Education, Inc., presents A feast of fractions / a menu of activities prepared by Sally Palow, Kathleen Knoblock, Myra Kennedy ... [et al.] ; cover ill. Rose Lowry.	TX0004406537	11/1/1996
Delta Education, Inc.	Delta game factory / Vicky L. Kouba.	TX0004406544	2/19/1997
Delta Education, Inc.	Delta project cards—Colored solutions / William R. Brown, Edwin P. White.	TX0000842525	10/26/1981
Delta Education, Inc.	Delta Volume Shake : teacher's guide.	TX0004409053	11/1/1996
Delta Education, Inc.	Dinosaur classification : teacher's guide.	TX0004440862	1/9/1997
Delta Education, Inc.	DNA—from genes to proteins : teacher's guide / author, Betty B. Hoskins.	TX0003845929	6/24/1994
Delta Education, Inc.	Earth, moon, and sun : teacher's guide / author[s], John G. Radzilowicz, 1952-, and Jan M. Derby ; ill. Nancy Schoefl.	TX0004442655	1/9/1997
Delta Education, Inc.	Earth movements : DSM II teacher's guide.	TX0004441527	1/9/1997
Delta Education, Inc.	Earth processes : teacher's guide.	TX0004440864	1/9/1997
Delta Education, Inc.	Earthworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957851	8/11/1982
Delta Education, Inc.	Ecosystems.	TX0003593418	6/21/1993
Delta Education, Inc.	Ecosystems : SCIS 3, teacher's guide, level 6 / Robert C. Knott, Herbert D. Thier.	TX0003690482	9/30/1993
Delta Education, Inc.	Electrical circuits : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004440927	1/9/1997
Delta Education, Inc.	Electrical connections : activity guide.	TX0004406463	11/1/1996
Delta Education, Inc.	Electrical connections : teacher's guide / author, Bob Roth.	TX0003830396	3/31/1994
Delta Education, Inc.	Electromagnetism activity journal.	TX0004409099	11/1/1996
Delta Education, Inc.	Electromagnetism : teacher's guide.	TX0004043755	2/27/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Energy sources.	TX0003602059	6/21/1993
Delta Education, Inc.	Environments.	TX0003593419	6/21/1993
Delta Education, Inc.	Environments : teacher's guide, level 4 / Robert C. Knott, Herbert D. Thier.	TX0003690484	9/30/1993
Delta Education, Inc.	Erosion : teacher's guide.	TX0004043756	2/27/1995
Delta Education, Inc.	Exploring geometry : intermediate.	TX0003423266	11/16/1992
Delta Education, Inc.	Exploring geometry : primary.	TX0003423267	11/16/1992
Delta Education, Inc.	Exploring number relationships : intermediate.	TX0003423265	11/16/1992
Delta Education, Inc.	Exploring probability / Fredda J. Friederwitzer, Barbara Berman, Beth Forrester.	TX0003423216	11/16/1992
Delta Education, Inc.	Exploring probability : primary / Vicky L. Kouba.	TX0003423215	11/16/1992
Delta Education, Inc.	Fast food for thought : Delta base 10 fries : teacher's guide / Carole Reesink.	TX0003627597	6/25/1993
Delta Education, Inc.	Fast Food for Thought : Delta Demimal Dog : teacher's guide.	TX0003485171	2/16/1993
Delta Education, Inc.	Fast food for thought : Delta fraction burger : teacher's guide / Carole Reesink and Linda Frost.	TX0003627596	6/25/1993
Delta Education, Inc.	Finding the moon : teacher's guide.	TX0004440865	1/9/1997
Delta Education, Inc.	Food chains and webs : DSM II teacher's guide.	TX0004441526	1/9/1997
Delta Education, Inc.	Fossil formations : activity guide.	TX0004406459	11/1/1996
Delta Education, Inc.	Fossil formations : activity journal.	TX0004406457	11/1/1996
Delta Education, Inc.	From seed to plant : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004446637	1/9/1997
Delta Education, Inc.	Fungi—small wonders : teacher's guide.	TX0003830394	3/31/1994
Delta Education, Inc.	Gases and "airs" : Delta project cards / William R. Brown, Edwin P. White.	TX0000957853	8/11/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	I Can't Believe It's Math! : discovering classroom math in after-school activities / Mary Ann Schroeder, Marcay Burma-Washington	TX0003567974	5/28/1993
Delta Education, Inc.	If shipwrecks could talk : teacher's guide.	TX0004440866	1/9/1997
Delta Education, Inc.	Insect life : teacher's guide.	TX0003933407	2/27/1994
Delta Education, Inc.	Interaction and systems.	TX0003606743	6/21/1993
Delta Education, Inc.	Interaction and systems : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363133	6/3/1992
Delta Education, Inc.	Investigating water : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440919	1/9/1997
Delta Education, Inc.	Length and capacity : teacher's guide.	TX0004442792	1/9/1997
Delta Education, Inc.	Lenses and mirrors : teacher's guide / author, the National Learning Center ; ill./art production Nancy Schoefl.	TX0004442654	1/9/1997
Delta Education, Inc.	Life cycles.	TX0003606744	6/21/1993
Delta Education, Inc.	Life cycles : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363132	6/3/1992
Delta Education, Inc.	Looking at liquids : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004440926	1/9/1997
Delta Education, Inc.	Magnet magic activity guide.	TX0004409100	11/1/1996
Delta Education, Inc.	Magnets : teacher's guide / author, Joreen Hendry.	TX0003830397	3/31/1994
Delta Education, Inc.	Material objects.	TX0003606739	6/21/1993
Delta Education, Inc.	Material objects : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363134	6/3/1992
Delta Education, Inc.	Measuring : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440922	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Newtons toy box : teacher's guide / author, Carolyn Summers.	TX0003830398	3/31/1994
Delta Education, Inc.	Observing an aquarium : DSM II teacher's guide.	TX0004440179	1/9/1997
Delta Education, Inc.	Organisms.	TX0003606742	6/21/1993
Delta Education, Inc.	Organisms : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363131	6/3/1992
Delta Education, Inc.	Plant and animal life cycles : teacher's guide / editing Kathy Z. Allen and Kathy Talmadge ; ill./art production Nancy P. Schoefl.	TX0004440925	1/9/1997
Delta Education, Inc.	Plant and animal populations : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004440924	1/9/1997
Delta Education, Inc.	Pollution : teacher's guide.	TX0003845509	6/24/1994
Delta Education, Inc.	Pond life : teacher's guide.	TX0003933406	2/27/1994
Delta Education, Inc.	Populations.	TX0003606741	6/21/1993
Delta Education, Inc.	Populations : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363136	6/3/1992
Delta Education, Inc.	Powders and crystals : teacher's guide / editing Diana J. Reno ; ill./art production Nancy P. Schoefl.	TX0004440921	1/9/1997
Delta Education, Inc.	Properties : teacher's guide.	TX0004442793	1/9/1997
Delta Education, Inc.	Relative position and motion : SCIS 3, teacher's guide, level 4 / Herbert D. Thier, Robert C. Knott.	TX0003690483	9/30/1993
Delta Education, Inc.	Rock origins : activity journal.	TX0004411206	11/1/1996
Delta Education, Inc.	Rocks and minerals : teacher's guide : a Delta science module / editing Editorial Services Plus, copyediting Jill Farinelli ; design/production Ann V. Richardson ; ill./art production Nancy P. Schoefl ; cover design Nancy P. Schoefl.	TX0003784217	3/31/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Science in a Nutshell : flight! gliders to jets, activity journal.	TX0004414313	11/1/1996
Delta Education, Inc.	Scientific theories.	TX0003593417	6/21/1993
Delta Education, Inc.	Scientific theories.	TX0003602057	6/21/1993
Delta Education, Inc.	SCIS 3 energy sources.	TX0003577675	6/21/1993
Delta Education, Inc.	SCIS 3 relative position and motion.	TX0003577674	6/21/1993
Delta Education, Inc.	Simple machines : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004015686	2/27/1995
Delta Education, Inc.	Sink or float : Delta project cards / William R. Brown, Edwin P. White.	TX0000957852	8/11/1982
Delta Education, Inc.	Sink or float? : teacher's guide.	TX0004446585	1/9/1997
Delta Education, Inc.	Small things and microscopes : teacher's guide / author, Eileen Terrill ; contributors, Jeanne Dietsch, William Kennedy and Bradford Taylor ; ill. Phyllis Pittet and Susan Dunholter ; photography Paul McGuirk.	TX0003864322	6/24/1994
Delta Education, Inc.	Soil science : DSM II teacher's guide.	TX0004441525	1/9/1997
Delta Education, Inc.	Solar energy : teacher's guide.	TX0003845510	6/24/1994
Delta Education, Inc.	Solar system : teacher's guide / editing Editorial Services Plus and D. Louis Finsand ; ill./art production Nancy Schoefl.	TX0004446638	1/9/1997
Delta Education, Inc.	Sound : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004440920	1/9/1997
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406460	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406461	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406462	11/1/1996
Delta Education, Inc.	States of matter : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446636	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Strings & musical instruments : Delta project cards / William R. Brown, Edwin P. White.	TX0000957856	8/11/1982
Delta Education, Inc.	Subsystems and variables.	TX0003606740	6/21/1993
Delta Education, Inc.	Subsystems and variables : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363135	6/3/1992
Delta Education, Inc.	Sunshine and shadows : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446642	1/9/1997
Delta Education, Inc.	Water cycle : teacher's guide / editing Kathy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446639	1/9/1997
Delta Education, Inc.	Weather forecasting : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004446640	1/9/1997
Delta Education, Inc.	Weather instruments : teacher's guide.	TX0004440861	1/9/1997
Delta Education, Inc.	Weather watching : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004446641	1/9/1997
Delta Education, Inc.	Whistles : Delta project cards / William R. Brown, Edwin P. White.	TX0000957854	8/11/1982
Delta Education, Inc.	You and your body : teacher's guide.	TX0003830395	3/31/1994
Delta Education, LLC	About me.	TX0006236193	9/30/2005
Delta Education, LLC	Addition & subtraction student activity guide : no. 550-3530.	TX0005751741	5/8/2003
Delta Education, LLC	Addition & subtraction : teacher's guide.	TX0005752801	5/8/2003
Delta Education, LLC	Algebra : grades 3-4, student activity guide.	TX0005698998	5/8/2003
Delta Education, LLC	Algebra : grades 5-6, student activity guide.	TX0005698994	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 3-4.	TX0005751730	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 5-6.	TX0005751729	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Animal observatory : activity guide.	TX0005827574	8/12/2003
Delta Education, LLC	Animal observatory : activity journal.	TX0005827531	8/23/2003
Delta Education, LLC	Animals.	TX0006203855	7/28/2005
Delta Education, LLC	Area and volume formulas teacher's guide.	TX0005854001	11/21/2003
Delta Education, LLC	Base Ten Fries : math activities for Base Ten Fries.	TX0005866681	11/21/2003
Delta Education, LLC	Body basics : activity journal.	TX0005827635	8/13/2003
Delta Education, LLC	Breaking earth's hold : activity guide.	TX0005827561	8/12/2003
Delta Education, LLC	Breaking earth's hold : activity journal.	TX0005827540	8/12/2003
Delta Education, LLC	Bubble science : activity guide.	TX0005827624	8/12/2003
Delta Education, LLC	Bubble science : activity journal.	TX0005827633	8/12/2003
Delta Education, LLC	Butterflies and moths : teacher's guide.	TX0005914936	2/10/2004
Delta Education, LLC	Charge it! static electricity : activity guide.	TX0005827625	8/12/2003
Delta Education, LLC	Charge it! static electricity : activity journal.	TX0005827636	8/12/2003
Delta Education, LLC	Clear View—graphing : grades 5-8, teacher's guide : overhead transparencies, activity masters.	TX0005876336	11/21/2003
Delta Education, LLC	Clear view of decimals : activities, masters, visuals, applications.	TX0005876337	11/21/2003
Delta Education, LLC	Clear view of fractions : activities, masters, visuals, applications.	TX0005866615	11/21/2003
Delta Education, LLC	Clear view of percent : activities, masters, visuals, applications.	TX0005876334	11/21/2003
Delta Education, LLC	Clear view of personal checking : simulations, activities, masters, visuals.	TX0005876338	11/21/2003
Delta Education, LLC	Clear view of tessellations : activities, masters, visuals.	TX0005866614	11/21/2003
Delta Education, LLC	Clear view ratio & proportion.	TX0005876330	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Clever levers : activity guide.	TX0005827580	8/12/2003
Delta Education, LLC	Clever levers : activity journal.	TX0005827583	8/12/2003
Delta Education, LLC	Color and light : teacher's guide.	TX0005920199	2/10/2004
Delta Education, LLC	Crystal creations : activity guide.	TX0005827618	8/12/2003
Delta Education, LLC	Crystal creations : activity journal.	TX0005827616	8/12/2003
Delta Education, LLC	Data analysis and probability student activity guide / written by Eve Laubner Thibodeau ; editor, Kathryn S. Daniel ; graphic artist, Janis Rattet ; illustrator, Laurel Aiello.	TX0005748234	5/8/2003
Delta Education, LLC	Data analysis and probability teacher's guide : no. 450-3563.	TX0005751739	5/8/2003
Delta Education, LLC	Decimal Dog : math activities for the Decimal Dog.	TX0005866680	11/21/2003
Delta Education, LLC	Delta science module / by Ana Costa.	TX0005808261	8/12/2003
Delta Education, LLC	Delta science module : from seed to plant.	TX0005808265	8/12/2003
Delta Education, LLC	Delta science module : plant and animal life cycles	TX0005808263	8/12/2003
Delta Education, LLC	Delta science module : properties.	TX0005808262	8/12/2003
Delta Education, LLC	Delta science module : simple machines.	TX0005808264	8/12/2003
Delta Education, LLC	Delta science module, third edition : matter and change.	TX0006236223	9/30/2005
Delta Education, LLC	Destination, moon : activity guide.	TX0005827581	8/12/2003
Delta Education, LLC	Destination moon : activity journal.	TX0005827524	8/12/2003
Delta Education, LLC	Detective lab : activity guide.	TX0005827634	8/12/2003
Delta Education, LLC	Detective lab : activity journal.	TX0005827638	8/12/2003
Delta Education, LLC	Dinosaurs and fossils : teacher's guide.	TX0005920198	2/10/2004
Delta Education, LLC	Discovery guide dinosaurs : pre-K.	TX0005752836	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education LLC	Discovery guide : health and nutrition : pre-K.	TX0005752843	5/8/2003
Delta Education LLC	Discovery guide : insects and spiders : pre-K.	TX0005752839	5/8/2003
Delta Education LLC	Discovery guide : oceans : pre-K.	TX0005752838	5/8/2003
Delta Education LLC	Discovery guide : trees : pre-K.	TX0005752837	5/8/2003
Delta Education LLC	Discovery guide : weather : pre-K.	TX0005752842	5/8/2003
Delta Education, LLC	Earth.	TX0006226019	7/28/2005
Delta Education, LLC	Earth & sun : activity guide.	TX0005827549	8/12/2003
Delta Education, LLC	Earth & sun : activity journal.	TX0005827550	8/12/2003
Delta Education, LLC	Earth movements : teacher's guide.	TX0005914938	2/10/2004
Delta Education, LLC	Earth processes.	TX0006203858	7/28/2005
Delta Education, LLC	Electrical connections : activity guide.	TX0005827564	8/12/2003
Delta Education, LLC	Electrical connections : activity journal.	TX0005827631	8/12/2003
Delta Education, LLC	Electromagnetism : activity guide.	TX0005827575	8/12/2003
Delta Education, LLC	Electromagnetism : activity journal.	TX0005827614	8/12/2003
Delta Education, LLC	Energy & motion : activity guide.	TX0005827563	8/12/2003
Delta Education, LLC	Energy & motion : activity journal.	TX0005827629	8/12/2003
Delta Education, LLC	Feast of fractions : math activities for the Fraction Burger.	TX0005866682	11/21/2003
Delta Education, LLC	Flight and rocketry : teacher's guide.	TX0005914937	2/10/2004
Delta Education, LLC	Flight! gliders to jets : activity guide.	TX0005827578	8/12/2003
Delta Education, LLC	Flight! gliders to jets : activity journal.	TX0005827615	8/12/2003
Delta Education, LLC	Flowering plants : activity guide.	TX0005827528	8/12/2003
Delta Education, LLC	Flowering plants : activity journal.	TX0005827559	8/12/2003
Delta Education, LLC	Force and motion.	TX0005698992	5/8/2003
Delta Education, LLC	Fossil formations : activity guide.	TX0005827639	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Fossil formations : activity journal.	TX0005827619	8/12/2003
Delta Education, LLC	Fraction Burger : math activities for the Fraction Burger.	TX0005866683	11/21/2003
Delta Education, LLC	Fraction concepts : student activity guide.	TX0005698997	5/8/2003
Delta Education, LLC	Fraction concepts teacher's guide : no. 450-3366.	TX0005751738	5/8/2003
Delta Education, LLC	Fractions and decimals student activity guide : no. 550-3541.	TX0005751743	5/8/2003
Delta Education, LLC	Fractions and decimals teacher's guide : no. 450-3399.	TX0005751745	5/8/2003
Delta Education, LLC	From seed to plant.	TX0005752831	5/8/2003
Delta Education, LLC	Gases : activity journal.	TX0005827530	8/12/2003
Delta Education, LLC	Gasses : activity guide.	TX0005827573	8/23/2003
Delta Education, LLC	Gears at work : activity guide.	TX0005827626	8/12/2003
Delta Education, LLC	Gears at work : activity journal.	TX0005827623	8/12/2003
Delta Education, LLC	Geometry student activity guide : grades 3-4.	TX0005751725	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 3-4.	TX0005751726	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 5-6.	TX0005751734	5/8/2003
Delta Education, LLC	Graphing : grades 1-3, teacher's guide.	TX0005876335	11/21/2003
Delta Education, LLC	Hexagonoes addition and subtraction : level 2, teacher guide.	TX0005867049	11/21/2003
Delta Education, LLC	Hexagonoes base ten : teacher guide.	TX0005867050	11/21/2003
Delta Education, LLC	Hexagonoes fractions with Delta's Fraction Burger : teacher guide.	TX0005867054	11/21/2003
Delta Education, LLC	Hexagonoes money : teacher guide.	TX0005867052	11/21/2003
Delta Education, LLC	Hexagonoes multiplication : level 1, teacher guide.	TX0005867055	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Hexagones order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagones patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagones percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagones ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagones scientific notation : teacher guide.	TX0005867051	11/21/2003
Delta Education, LLC	How do we learn?	TX0006203857	7/28/2005
Delta Education, LLC	Human machine : activity guide.	TX0005827572	8/12/2003
Delta Education, LLC	Human machine : activity journal.	TX0005827558	8/12/2003
Delta Education, LLC	Interaction and systems : Delta Education SCIS 3+ : level 2 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832399	11/21/2003
Delta Education, LLC	Investigating water : teacher's guide.	TX0005914935	2/10/2004
Delta Education, LLC	Is it alive? : activity guide	TX0005827525	8/12/2003
Delta Education, LLC	Is it alive? : activity journal.	TX0005827582	8/12/2003
Delta Education, LLC	Liquids : activity guide.	TX0005827584	8/12/2003
Delta Education, LLC	Liquids : activity journal.	TX0005827548	8/12/2003
Delta Education, LLC	Magnet magic : activity guide.	TX0005827576	8/12/2003
Delta Education, LLC	Magnet magic : activity journal.	TX0005827622	8/13/2003
Delta Education, LLC	Magnets : teacher's guide.	TX0005914934	2/10/2004
Delta Education, LLC	Material objects : Delta Education SCIS 3+.	TX0005867363	11/21/2003
Delta Education, LLC	Math tune-ups : addition and subtraction : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748060	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Math tune-ups : fractions : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748061	5/8/2008
Delta Education, LLC	Math Tune-Ups : multiplication and division : teacher's guide.	TX0005752847	5/8/2003
Delta Education, LLC	Measurement student activity guide / Eve Laubner Thibodeau, Lisa Lachance, John Prescott, and Mathew Bacon ; ill. by Coni Porter, Nancy Schoefl and Cheryl Wolf.	TX0005748238	5/8/2003
Delta Education, LLC	Measurement student activity guide / written and edited by Eve Laubner ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748235	5/8/2003
Delta Education, LLC	Measurement teacher's guide : grades 1-3 : transparency teaching system.	TX0005853992	11/21/2003
Delta Education, LLC	Measurment teacher's guide : grades 2-3.	TX0005751727	5/8/2003
Delta Education, LLC	Measurment teacher's guide : grades 4-5.	TX0005751728	5/8/2003
Delta Education, LLC	Metric tools : student activity guide.	TX0005698993	5/8/2003
Delta Education, LLC	Metric tools teacher's guide : no. 450-3552.	TX0005751736	5/8/2003
Delta Education, LLC	Microworlds : activity guide.	TX0005827586	8/12/2003
Delta Education, LLC	Microworlds : activity journal.	TX0005827539	8/12/2003
Delta Education, LLC	Money : student activity guide.	TX0005698996	5/8/2003
Delta Education, LLC	Money teacher's guide : no. 450-3377.	TX0005751744	5/8/2003
Delta Education, LLC	Multiplication and division student activity guide : no. 550-3728.	TX0005751742	5/8/2003
Delta Education, LLC	Multiplication and division teacher's guide : no. 450-3530.	TX0005751735	5/8/2003
Delta Education, LLC	Newton's toy box.	TX0006203859	7/28/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Oceans alive! : activity guide.	TX0005827543	8/12/2003
Delta Education, LLC	Oceans alive! : activity journal.	TX0005827571	8/12/2003
Delta Education, LLC	Oceans in motion : activity guide.	TX0005827551	8/12/2003
Delta Education, LLC	Oceans in motion : activity journal.	TX0005827569	8/12/2003
Delta Education, LLC	One & only you : activity guide.	TX0005827557	8/12/2003
Delta Education, LLC	One & only you : activity journal.	TX0005827538	8/12/2003
Delta Education, LLC	Organisms : Delta Education SCIS 3+.	TX0005867362	11/21/2003
Delta Education, LLC	Our changing earth : activity guide.	TX0005827533	8/12/2003
Delta Education, LLC	Our changing earth : activity journal.	TX0005827545	8/12/2003
Delta Education, LLC	Peek inside you : activity guide.	TX0005827587	8/12/2003
Delta Education, LLC	Peek inside you : activity journal.	TX0005827532	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity guide.	TX0005827585	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity journal.	TX0005827526	8/12/2003
Delta Education, LLC	Planets & stars : activity guide.	TX0005827522	8/12/2003
Delta Education, LLC	Planets & stars : activity journal.	TX0005827570	8/12/2003
Delta Education, LLC	Plants.	TX0006203856	7/28/2005
Delta Education, LLC	Pollution : teacher's guide.	TX0005805185	2/10/2004
Delta Education, LLC	Ponds & streams : activity guide.	TX0005827529	8/12/2003
Delta Education, LLC	Ponds & streams : activity journal.	TX0005827560	8/12/2003
Delta Education, LLC	Populations : level 3 : Delta Education SCIS 3+ teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005876332	11/21/2003
Delta Education, LLC	Pre-algebra teacher's guide : grades 5 to 8 : transparency teaching system.	TX0005853991	11/21/2003
Delta Education, LLC	Probability : student activity guide.	TX0005752846	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Probability teacher's guide : no. 450-3421.	TX0005751733	5/8/2003
Delta Education, LLC	Problem solving student activity guide, grade 3-4 / written by Patti Vyzralek ; ill. by Nancy Schoefl.	TX0005748233	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 3-4.	TX0005751732	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 5-6.	TX0005751731	5/8/2003
Delta Education, LLC	Properties.	TX0005752832	5/8/2003
Delta Education, LLC	Pulley power : activity guide.	TX0005827562	8/12/2003
Delta Education, LLC	Pulley power : activity journal.	TX0005827547	8/12/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748237	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748236	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent teacher's guide : no. 450-3541.	TX0005751740	5/8/2003
Delta Education, LLC	Reasoning with patterns teacher's guide : grades 1-3.	TX0005876333	11/21/2003
Delta Education, LLC	Rock origins : activity guide.	TX0005827577	8/12/2003
Delta Education, LLC	Rock origins : activity journal.	TX0005827568	8/12/2003
Delta Education, LLC	Rocks and minerals.	TX0005913101	2/10/2004
Delta Education, LLC	Rocks and minerals : teacher's guide.	TX0005920197	2/10/2004
Delta Education, LLC	Science in a nutshell : weather wise activity guide.	TX0005806904	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Scientific theories : Delta Education SCIS 3+ : level 6 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832400	11/21/2003
Delta Education, LLC	SCIS 3+ communitites : student journal.	TX0005876161	11/21/2003
Delta Education, LLC	SCIS 3+ ecosystems : student journal.	TX0005876166	11/21/2003
Delta Education, LLC	SCIS 3+ energy sources : student journal.	TX0005876165	11/21/2003
Delta Education, LLC	SCIS 3+ environments : student journal.	TX0005876168	11/21/2003
Delta Education, LLC	SCIS 3+ interaction and systems : student journal.	TX0005876160	11/21/2003
Delta Education, LLC	SCIS 3+ life cycles : student journal.	TX0005876162	11/21/2003
Delta Education, LLC	SCIS 3+ populations : student journal.	TX0005876163	11/21/2003
Delta Education, LLC	SCIS 3+ relative position and motion : student journal.	TX0005876164	11/21/2003
Delta Education, LLC	SCIS 3+ scientific theories : student journal.	TX0005876159	11/21/2003
Delta Education, LLC	SCIS 3+ subsystems and variables : student journal.	TX0005876167	11/21/2003
Delta Education, LLC	Seed mysteries : activity guide.	TX0005827627	8/12/2003
Delta Education, LLC	Seed mysteries : activity journal.	TX0005827617	8/12/2003
Delta Education, LLC	Sky.	TX0006236194	9/30/2005
Delta Education, LLC	Small wonders : activity guide.	TX0005827556	8/12/2003
Delta Education, LLC	Small wonders : activity journal.	TX0005827541	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity guide.	TX0005827567	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity journal.	TX0005827579	8/12/2003
Delta Education, LLC	Soil science : teacher's guide.	TX0005914933	2/10/2004
Delta Education, LLC	Soil studies : activity guide.	TX0005827523	8/12/2003
Delta Education, LLC	Soil studies : activity journal.	TX0005827542	8/12/2003
Delta Education, LLC	Solids : activity guide.	TX0005827527	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Solids : activity journal.	TX0005827534	8/12/2003
Delta Education, LLC	Sorting.	TX0006203793	7/28/2005
Delta Education, LLC	Sound vibrations : activity guide.	TX0005827632	8/12/2003
Delta Education, LLC	Sound vibrations : activity journal.	TX0005827621	8/12/2003
Delta Education, LLC	Student activity guide.	TX0005752834	5/8/2003
Delta Education, LLC	Subsystems and variables : Delta Education SCIS 3+ : level 3 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832401	11/21/2003
Delta Education, LLC	Sunshine and shadows : teacher's guide.	TX0005805188	2/10/2004
Delta Education, LLC	Time : student activity guide.	TX0005698995	5/8/2003
Delta Education, LLC	Time teacher's guide : no. 450-3355.	TX0005751737	5/8/2003
Delta Education, LLC	Vision & hearing : activity guide.	TX0005827566	8/12/2003
Delta Education, LLC	Vision & hearing : activity journal.	TX0005827637	8/12/2003
Delta Education, LLC	Water cycle : activity guide.	TX0005827535	8/12/2003
Delta Education, LLC	Water cycle : activity journal.	TX0005827536	8/12/2003
Delta Education, LLC	Water cycle : teacher's guide.	TX0005805186	2/10/2004
Delta Education, LLC	Water physics : activity guide.	TX0005827537	8/12/2003
Delta Education, LLC	Water physics : activity journal.	TX0005827620	8/12/2003
Delta Education, LLC	Weather.	TX0006203792	7/28/2005
Delta Education, LLC	Weather watching : teacher's guide.	TX0005810349	8/12/2003
Delta Education, LLC	Weather wise : activity journal.	TX0005827630	8/12/2003
Delta Education, LLC	Wheels at work : activity guide.	TX0005827546	8/12/2003
Delta Education, LLC	Wheels at work : activity journal.	TX0005827544	8/12/2003
Delta Education, LLC	Where is it? is it moving?	TX0006236195	9/30/2005
Delta Education, LLC	Work plane & simple : activity guide.	TX0005827565	8/12/2003
Delta Education, LLC	Work plane & simple : activity journal.	TX0005827628	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Educaion	Electromagnetism reader	TX0006403153	6/26/2006
Delta Educaion	Plant and animal population reader	TX0006403154	6/26/2006
Delta Educaion	Erosion reader	TX0006403155	6/26/2006
Delta Educaion	Plants reader	TX0006403156	6/26/2006
Delta Educaion	Matter	TX0006403157	6/26/2006
Delta Educaion	Sink or float? Reader	TX0006403158	6/26/2006
Delta Educaion	Earth, moon, and sun reader	TX0006403159	6/26/2006
Delta Educaion	DNA : from genes to protein reader	TX0006403160	6/26/2006
Rand McNally & Company	Subsystems and variables : (level 3), teacher's guide	TX0000277639	7/10/1979
Rand McNally & Company	Ecosystems : (level 6), teacher's guide	TX0000277640	7/10/1979
Rand McNally & Company	Communities : level 5 : teacher's guide	TX0000279334	7/10/1979
Rand McNally & Company	Organisms : level 1 : teacher's guide	TX0000279335	7/10/1979
Rand McNally & Company	Scientific theories : level 6 : teacher's guide	TX0000279336	7/10/1979
Rand McNally & Company	Life cycles : level 2 :teacher's guide	TX0000279337	7/10/1979
Rand McNally & Company	Energy sources : level 5 : teacher's guide	TX0000285176	7/10/1979
Rand McNally & Company	Populations : level 3 : teacher's guide	TX0000285177	7/10/1979
Rand McNally & Company	Interactions and systems : level 2 : teacher's guide	TX0000285178	7/10/1979
Rand McNally & Company	Environments : level 4 : teacher's guide	TX0000285179	7/10/1979
Rand McNally & Company	Material objects : level 1 : teacher's guide	TX0000285180	7/10/1979
Rand McNally & Company	Relative position and motion : level 4 : teacher's guide	TX0000285181	7/10/1979
Rand McNally & Company	Beginnings : kindergarten or preschool : teacher's guide	TX0000285182	7/10/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Rand McNally & Company	Energy sources	TX0000334304	9/17/1979
Rand McNally & Company	Scientific theories	TX0000334305	9/17/1979
Rand McNally & Company	Materials objects	TX0000334306	9/17/1979
Rand McNally & Company	Interaction and systems	TX0000334307	9/17/1979
Rand McNally & Company	Subsystems and variables	TX0000334308	9/17/1979
Rand McNally & Company	Relative position and motion	TX0000334309	9/17/1979
Rand McNally & Company	Ecosystems	TX0000334310	9/17/1979
Rand McNally & Company	Communities	TX0000334311	9/17/1979
Rand McNally & Company	Environments	TX0000334312	9/17/1979
Rand McNally & Company	Populations	TX0000334313	9/17/1979
Rand McNally & Company	Life cycles	TX0000334314	9/17/1979
Rand McNally & Company	Organisms	TX0000336509	9/17/1979

EDUCATORS PUBLISHING SERVICE

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service [sic], Inc.	Challenge in phonic skills, Chips, a developmental phonics bingo game / Lenore Miller and Caroline Peck.	TX0000500978	6/2/1980
Educators Publishing Service	Activity book for Explode the code wall chart / Nancy M. Hall.	TX0005637555	10/24/2002
Educators Publishing Service	Alphabet series : vol. 3.	TX0006402188	6/30/2006
Educators Publishing Service	Alphabet song and dance.	TX0006358160	5/5/2006
Educators Publishing Service	Analogies 1 : 6 analogy and 6 vocabulary quizzes / Arthur Liebman.	TX0002771943	3/5/1990
Educators Publishing Service	Analogies : 2 / Arthur Liebman.	TX0002509439	2/14/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Analogies 3 : problem-solving strategies, exercises for analysis, vocabulary study / Arthur Liebman.	TX0002250942	2/9/1988
Educators Publishing Service	Animals in disguise.	TX0006447433	6/12/2006
Educators Publishing Service	Ant's mitten.	TX0006358159	5/5/2006
Educators Publishing Service	Attack math : division 3.	TX0001867430	7/15/1986
Educators Publishing Service	Attack math : division 3 : arithmetic tasks to advance computational knowledge / Carol Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0002069178	2/11/1986
Educators Publishing Service	Attack math : multiplication book 2.	TX0001577746	5/21/1985
Educators Publishing Service	Attack math : subtraction book 2.	TX0001577743	5/21/1985
Educators Publishing Service	Beginning paragraph meaning / Joanne Carlisle.	TX0003989436	12/15/1994
Educators Publishing Service	Beginning reading with sight words / written by Betty Kracht Johnson ; illustrated by William M. Sheets 2nd	TX0005612967	9/9/2002
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0003989435	12/15/1994
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0002052658	4/27/1987
Educators Publishing Service	Beginning word meaning / Joanne Carlisle.	TX0002052659	4/27/1987
Educators Publishing Service	Big dreams / by Jackie Weisman ; illustrated by Wednesday Kirwan.	TX0006419315	8/16/2006
Educators Publishing Service	Bug and I.	TX0006420022	8/16/2006
Educators Publishing Service, Inc.	Capitalization and punctuation : rules and writing / Kim Anton, Maria Sweeney.	TX0005578774	6/26/2002
Educators Publishing Service, a division of School Specialty, Inc.	Chief and the Mouse et al.	TX0007038271	9/3/2009
Educators Publishing Service	Climb aboard! / by Theresa Trinder ; illustrated by Randy Chewing.	TX0006419313	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Composition starters.	TX0001501245	1/30/1985
Educators Publishing Service	Cursive writing skills / Diana Hanbury King.	TX0002250989	2/9/1988
Educators Publishing Service	Cursive writing skills for left and right-handed students.	TX0006186011	3/14/2005
Educators Publishing Service	Duplicator masters for learning to use manuscript handwriting / Beth H. Slingerland, Marty S. Aho.	TX0001577649	5/21/1985
Educators Publishing Service, Inc.	Dyslexia over the lifespan : a fifty-five-year longitudinal study / Margaret B. Rawson.	TX0004050370	4/18/1995
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002251474	2/9/1988
Educators Publishing Service,	Dyslexia training program : schedule IIIB / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002704371	12/11/1989
Educators Publishing Service	Early reading comprehension in varied subject matter : book D.	TX0001501246	1/30/1985
Educators Publishing Service	Egg.	TX0006402185	6/30/2006
Educators Publishing Service	Einstein's who, what, and where : bk. 3 / Carol Einstein.	TX0006083201	12/23/2004
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading / by William F. McCart.	TX0004009354	1/26/1995
Educators Publishing Service, a division of School Specialty, Inc.	EPS Online Test Generator.	TX0007019706	8/31/2009
Educators Publishing Service	Explode the code 2 1/2.	TX0001867184	7/15/1986
Educators Publishing Service, Inc.	Explode the code : 3 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707533	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707532	10/30/1989
Educators Publishing Service	Explode the code : [bk.] 3 / Nancy Hall, Rena Price.	TX0005696363	2/24/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Explode the code book 6.	TX0001573686	5/21/1985
Educators Publishing Service	Explode the code : book 8.	TX0001501242	1/30/1985
Educators Publishing Service	Explode the code books 1 and 2 : teacher's guide and key / Nancy M. Hall.	TX0006085243	12/23/2004
Educators Publishing Service	Explode the code, books 5 and 6 : teacher's guide and key / Nancy M. Hall.	TX0006083198	12/23/2004
Educators Publishing Service	Explode the code books 7 and 8 : teacher's guide and key / Nancy M. Hall.	TX0006085244	12/23/2004
Educators Publishing Service	Explode the code for English language learners.	TX0006211703	4/1/2005
Educators Publishing Service	Explode the code : teacher's guide for bks. 3 & 4.	TX0006171190	3/4/2005
Educators Publishing Service	Explode the code : teacher's guide for books A, B, and C.	TX0006211705	4/1/2005
Educators Publishing Service	Explore the code : placement tests for books A-C and 1-8.	TX0006124499	3/4/2005
Educators Publishing Service	Fossil fun / by Elissa Gershowitz ; illustrated by James Noel Smith.	TX0006419312	8/16/2006
Educators Publishing Service	Game plan : building language skills with games : a sourcebook for teaching the sentence / by Joanna W. Kennedy.	TX0005915727	2/17/2004
Educators Publishing Service	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0006018543	8/30/2004
Educators Publishing Service, Inc.	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0005578778	5/17/2002
Educators Publishing Service	Gifts for Cecil.	TX0006332452	5/5/2006
Educators Publishing Service	Glen's clubhouse.	TX0006409227	6/30/2006
Educators Publishing Service	Grizzlies.	TX0006332458	5/5/2006
Educators Publishing Service	Gulmamadak the Great.	TX0006447431	6/30/2006
Educators Publishing Service	Hop for soup.	TX0006420021	8/16/2006
Educators Publishing Service	Hungry raccoons.	TX0006358158	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Hurdles : MTA reader 4 / written and illustrated by Norma Jackson, Suzanne Brubaker, Joy Crouch.	TX0002725011	1/5/1990
Educators Publishing Service	Jump right into reading : a phonics-based reading and comprehension program / Jane Ervin ; ill. by Tatjana Mai-Wyss	TX0005989440	6/4/2004
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 2 / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005578779	5/17/2002
Educators Publishing Service	Just write : an elementary writing sourcebook : bk. 2, teacher's guide / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005659317	12/23/2002
Educators Publishing Service	Just write : creativity and craft in writing : teacher's guide / Alexandra S. Bigelow, Elise S. Wilmerding.	TX0006083199	12/23/2004
Educators Publishing Service	Keyboarding skills.	TX0006211638	4/1/2005
Educators Publishing Service	Learning to listen : a program to improve classroom listening skills in a variety of situations / by William F. McCart.	TX0002680281	10/20/1989
Educators Publishing Service	Letters have fun.	TX0006402186	6/30/2006
Educators Publishing Service	Level 7, blackline master.	TX0006420241	8/16/2006
Educators Publishing Service	Level 7 workbook.	TX0006420242	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Literacy Leaders: 10-Minute Lessons for Phonological Awareness.	TX0007045512	9/8/2009
Educators Publishing Service	Loch Ness monster : fact or fiction?	TX0006332453	5/5/2006
Educators Publishing Service	Making connections : bk. 1.	TX0006491878	1/9/2007
Educators Publishing Service	Making connections : bk. 2.	TX0006420244	8/16/2006
Educators Publishing Service	Making connections : bk. 5.	TX0006420240	8/16/2006
Educators Publishing Service	Making connections : bk. 6.	TX0006491877	1/9/2007
Educators Publishing Service	Making connections : book 3.	TX0006421617	8/16/2006
Educators Publishing Service	Making connections : book 4.	TX0006421616	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Making connections : book 5.	TX0006421615	8/16/2006
Educators Publishing Service	Max's pigpen.	TX0006358157	5/5/2006
Educators Publishing Service, a division of School Specialty, Inc.	MCI Aqua Library.	TX0007397294	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Aqua.	SR0000654688	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Crimson.	SR0000654689	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Gold.	SR0000654690	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Aqua.	TX0007170146	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Crimson.	TX0007170159	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Gold.	TX0007192438	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Aqua.	PA0001702201	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Crimson.	PA0001702204	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Gold.	PA0001702207	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Crimson Library.	TX0007397310	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Gold Library.	TX0007397326	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Pre- and Post-Tests.	TX0007177727	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Program Implementation Guide.	TX0007177724	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Aqua.	TX0007192403	5/5/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Crimson.	TX0007170119	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Gold.	TX0007192429	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Aqua.	TX0007192433	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Crimson.	TX0007177723	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Gold.	TX0007192408	5/5/2010
Educators Publishing Service	Megawords 1.	TX0001867425	7/15/1986
Educators Publishing Service	Megawords : 4.	TX0001451006	11/5/1984
Educators Publishing Service	Megawords 5 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001501256	1/30/1985
Educators Publishing Service	Megawords 7.	TX0001867429	7/15/1986
Educators Publishing Service	Megawords : assessment of decoding and encoding skills : a criterion-referenced test : test manual / Kristin Johnson.	TX0005755639	6/21/2003
Educators Publishing Service	More content words.	TX0006410178	5/5/2006
Educators Publishing Service	Mountain biking adventure.	TX0006447430	6/30/2006
Educators Publishing Service	MTA, multisensory teaching approach / Margaret Taylor Smith.	TX0002256034	2/9/1988
Educators Publishing Service	Multisensory teaching approach / by Margaret Taylor Smith.	TX0002258364	2/9/1988
Educators Publishing Service	Multisensory teaching approach program : 3[-5] / Margaret Taylor Smith.	TX0002622086	2/14/1989
Educators Publishing Service	Music shop bop.	TX0006402187	6/30/2006
Educators Publishing Service	My content words.	TX0006410177	5/5/2006
Educators Publishing Service	My special star.	TX0006332456	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Paragraph book : bk. 1, Writing the how-to paragraph : teacher's guide. / Diane Tucker-LaFlount.	TX0005659316	12/23/2002
Educators Publishing Service	Paragraph book : bk. 2 : writing the paragraph that tells a story / Dianne Tucker-LaPlount.	TX0005782787	6/21/2003
Educators Publishing Service	Paragraph book : bk. 3, writing expo paragraphs : the paragraph that names things, the example paragraph, the paragraph that tells why / Dianne Tucker-LaPlount.	TX0005915229	2/10/2004
Educators Publishing Service	Paragraph meaning 1 / Joanne Carlisle.	TX0003989437	12/15/1994
Educators Publishing Service	Peeramid : examiner's manual.	TX0001604650	5/21/1985
Educators Publishing Service	Pen pals.	TX0006332460	5/5/2006
Educators Publishing Service	Pennies.	TX0006332454	5/5/2006
Educators Publishing Service	Phonics for thought : bk. A / Lorna C. Reed with Louise S. O'Rourke ; illustrated by Edith D. Wile.	TX0002509438	2/14/1989
Educators Publishing Service	Phonics Plus A : English language learners differentiated instruction guide.	TX0006304351	1/6/2006
Educators Publishing Service	Phonics plus A : learning differences differentiated instruction guide / Renee A. Greenfield.	TX0006308053	1/6/2006
Educators Publishing Service	Phonics Plus A : literature chart.	TX0006323706	3/23/2006
Educators Publishing Service	Phonics plus A literature chart.	TX0006355260	2/13/2006
Educators Publishing Service	Phonics plus A : reteach and practice differentiated instruction guide.	TX0006373495	1/6/2006
Educators Publishing Service	Phonics Plus B : English language learners differentiated instruction guide.	TX0006304353	1/6/2006
Educators Publishing Service	Phonics Plus B : learning differences differentiated instruction guide.	TX0006304350	1/6/2006
Educators Publishing Service	Phonics plus B : reteach and practice : differentiated instruction guide / Beth G. Davis.	TX0006308054	1/6/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Phonics plus C.	TX0006420243	8/16/2006
Educators Publishing Service	Phonics Plus C : English language learners differentiated instruction guide.	TX0006304352	1/6/2006
Educators Publishing Service	Phonics Plus C : learning differences differentiated instruction guide.	TX0006299836	1/6/2006
Educators Publishing Service	Phonics plus decodable readers : level C.	TX0006496458	1/9/2007
Educators Publishing Service	Phonics Plus K.	TX0006299839	1/6/2006
Educators Publishing Service	Phonics Plus K.	TX0006299840	1/6/2006
Educators Publishing Service	Phonics plus picture glossary.	TX0006308264	1/6/2006
Educators Publishing Service	Piano lessons.	TX0006332455	5/5/2006
Educators Publishing Service	Pip and the snow cat.	TX0006358161	5/5/2006
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 2 / by Carol Clark and Alison Draper.	TX0005578780	5/17/2002
Educators Publishing Service	Pop and the bug.	TX0006358162	5/5/2006
Educators Publishing Service	Quit it, Frank! / by John Porell ; illustrated by Jamie Smith.	TX0006419314	8/16/2006
Educators Publishing Service	Rainbows.	TX0006421027	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Rainbows et al.	TX0007038240	9/3/2009
Educators Publishing Service	Rat on the mat.	TX0006409226	1/30/2006
Educators Publishing Service	Reading from scratch : teacher's manual.	TX0001867424	7/15/1986
Educators Publishing Service	Reading from scratch : workbook 2.	TX0001867428	7/15/1986
Educators Publishing Service	Reading : the right start : a practical guide for teaching reading readiness and reading / Toni S. Guild.	TX0002250943	2/9/1988
Educators Publishing Service	Ready, set, go picture-letter cards / Nancy Hall.	TX0003071667	5/17/1991
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002251471	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002509457	2/14/1989
Educators Publishing Service	Reasoning skills, paragraph meaning, sentence meaning, word meaning : lvl. 1.	TX0001867423	7/15/1986
Educators Publishing Service	Recipe for reading / Frances Bloom and Nina Traub.	TX0005601629	9/11/2002
Educators Publishing Service	Recipe for reading : intervention strategies for struggling readers.	TX0006173001	3/4/2005
Educators Publishing Service	Recipe for reading sequence chart and sound cards.	TX0006242894	3/14/2005
Educators Publishing Service	Recipe for reading : workbook, 1.	TX0006118865	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 2 / Connie Russo.	TX0006213853	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 3 / by Connie Russo.	TX0006124475	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 4 / Connie Russo.	TX0006124479	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 5 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124448	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 6 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124474	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 7.	TX0006211637	4/1/2005
Educators Publishing Service	Recipe for reading : workbook 8.	TX0006211706	4/1/2005
Educators Publishing Service, a division of School Specialty, Inc.	Rescue dogs et al.	TX0007038300	9/3/2009
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : bk. 3.	TX0006148033	12/23/2004
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : teacher's key, bk. 3.	TX0006211704	4/1/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Roberto Clemente.	TX0006421026	8/16/2006
Educators Publishing Service	Search and sort : discovering patterns in sounds, letters and words / Katherine Scrapper.	TX0005612966	9/9/2002
Educators Publishing Service	Senior precis practice pad : with examples taken from the essay type examinations formerly issued by the C. C. C. B., M. I. T., and Regents English examinations / by Paul W. Lehmann.	TX0002069179	2/11/1986
Educators Publishing Service	Shane.	TX0006332457	5/5/2006
Educators Publishing Service	Skating day.	TX0006332451	5/5/2006
Educators Publishing Service	Slingerland screening for identifying children with specific language disability : form A, B, C and teacher's manual.	TX0006173289	3/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Are Often Confused Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080673	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	Some Words Have Greek Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080649	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Have Latin Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080633	5/14/2009
Educators Publishing Service	Sound workbook : 1.	TX0001501243	1/30/1985
Educators Publishing Service	Specific dyslexia and other development problems in children : a synopsis / Lucius Waites.	TX0002724883	1/5/1990
Educators Publishing Service	Specific dyslexia and other developmental problems in children : a synopsis / Lucius Waites.	TX0002778894	2/22/1990
Educators Publishing Service, Inc.	Spellbound : phonic reading & spelling / Elsie T. Rak.	TX0005093910	11/16/1999
Educators Publishing Service	Spelling dictionary for beginning writers / by Gregory Hurray.	TX0002250994	2/9/1988
Educators Publishing Service, Inc.	Spellwell : book A / Nancy Hall.	TX0004051343	10/26/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE decodable readers : set 1A.	TX0006496459	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 2A.	TX0006496409	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 2B.	TX0007056957	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 3A.	TX0006496457	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 3B.	TX0007056302	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 4A.	TX0006496411	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 5A.	TX0006496412	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 6A.	TX0006496410	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491884	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491885	1/9/2007
Educators Publishing Service	SPIRE—level 1 blackline master.	TX0006173140	3/4/2005
Educators Publishing Service	SPIRE level 1 reader / Sheila Clark-Edmands.	TX0006124477	3/4/2005
Educators Publishing Service	SPIRE—level 1 teacher's guide.	TX0006173141	3/4/2005
Educators Publishing Service	SPIRE level 2 blackline master.	TX0006149875	3/4/2005
Educators Publishing Service	SPIRE : level 2 teacher's guide / Sheila Clark-Edmands.	TX0006173291	3/4/2005
Educators Publishing Service	SPIRE : level 2, workbook.	TX0006367773	3/4/2005
Educators Publishing Service	SPIRE level 3 blackline master. / Sheila Clark-Edmands.	TX0006124478	3/4/2005
Educators Publishing Service	SPIRE : level 3, reader.	TX0006118866	3/4/2005
Educators Publishing Service	SPIRE : level 3 teacher's guide / Sheila Clark-Edmands.	TX0006173292	3/4/2005
Educators Publishing Service	SPIRE : level 3, workbook.	TX0006118864	3/4/2005
Educators Publishing Service	SPIRE : level 4 blackline master / Sheila Clark-Edmands.	TX0006173290	3/4/2005
Educators Publishing Service	SPIRE : level 4 : teacher's guide.	TX0006118881	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE level 4 workbook / Sheila Clark-Edmands.	TX0006124476	3/4/2005
Educators Publishing Service	SPIRE : level 5 blackline master.	TX0006211690	4/1/2005
Educators Publishing Service	SPIRE : level 5 reader.	TX0006211693	4/1/2005
Educators Publishing Service	SPIRE : level 5 teacher's guide.	TX0006211636	4/1/2005
Educators Publishing Service	SPIRE : level 5 workbook.	TX0006211691	4/1/2005
Educators Publishing Service	SPIRE : level 6 blackline master.	TX0006299838	1/6/2006
Educators Publishing Service	SPIRE : level 6 reader.	TX0006299841	1/6/2006
Educators Publishing Service	SPIRE : level 6 teacher's guide.	TX0006299837	1/6/2006
Educators Publishing Service	SPIRE : level 6 workbook.	TX0006299842	1/6/2006
Educators Publishing Service	SPIRE : level 7 reader.	TX0006493326	1/9/2007
Educators Publishing Service	SPIRE : level 7 teacher's guide.	TX0006493317	1/9/2007
Educators Publishing Service	SPIRE level 8 blackline master.	TX0006491880	1/9/2007
Educators Publishing Service	SPIRE level 8 reader.	TX0006491883	1/9/2007
Educators Publishing Service	SPIRE level 8 teacher's guide.	TX0006491879	1/9/2007
Educators Publishing Service	SPIRE level 8 word cards : SPIRE.	TX0006378753	6/30/2006
Educators Publishing Service	SPIRE level 8 workbook.	TX0006491882	1/9/2007
Educators Publishing Service	SPIRE phonogram cards levels 1-5.	TX0006421025	8/16/2006
Educators Publishing Service	SPIRE : small letter cards : levels 1-5.	TX0006209169	8/3/2005
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250531	2/9/1988
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250532	2/9/1988
Educators Publishing Service	Starting comprehension—stories to advance reading & thinking : starting phonetically 4 / Ann L. Staman.	TX0002253169	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 1 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005788692	4/9/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 / by Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005637567	10/24/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 : teacher's guide / by Vera Schneider ; ill. by Ruth Linstromberg.	TX0005696362	2/24/2003
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0000193865	8/31/1978
Educators Publishing Service	Story of western civilization : bk. IV, the Renaissance / by Alan W. Riese.	TX0003135672	6/26/1991
Educators Publishing Service	Success stories 2 : 60 phonetically structured stories / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253171	2/9/1988
Educators Publishing Service	Success stories 2 : teaching manual / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253170	2/9/1988
Educators Publishing Service	Supplementary reading practice to accompany MTA reading and spelling kit 6 / masters by wordcrafters Janna Adair, Jill Davidson, Beverly Graham ... [et al.] ; teaching instructions Karen Saint Amour.	TX0003159633	9/10/2001
Educators Publishing Service	Surveys of problem-solving & educational skills : record form / developed under the direction of Lynn J. Meltzer.	TX0002052660	4/27/1987
Educators Publishing Service	Syllable plus : a game to teach syllable types : teacher's guide and answer key / Joan Mencke Stoner.	TX0001501982	1/30/1985
Educators Publishing Service	Teacher's guide for the paragraph : bk 3, writing expo paragraphs / Dianne Tucker-LaPlount.	TX0006083200	12/23/2004
Educators Publishing Service, Inc.	Teacher's script to accompany Alphabetic phonics 2 : a basic language curriculum for phonics, reading, writing, and spelling.	TX0000659557	4/1/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Ten essential vocabulary strategies, answer key for books 1-5.	TX0006261167	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : bk. 1 : practice for success on standardized tests / Lee Mountain.	TX0005914660	2/17/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 4 / Lee Mountain.	TX0006018744	8/30/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 5.	TX0006261168	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : practice for success on standardized tests : bk. 2 / Lee Mountain.	TX0005989439	6/4/2004
Educator's Publishing Service	Test book for Wordly wise 3000 : bk. 1.	TX0005612970	9/9/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 2.	TX0005637568	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 3.	TX0005612971	9/9/2002
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 4.	TX0005560051	9/18/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 5.	TX0005637569	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 6.	TX0005700461	2/24/2003
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 7.	TX0005744781	5/14/2003
Educators Publishing Service, Inc.	Test book for wordly wise 3000 : bk. A.	TX0005578773	6/26/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book B.	TX0005612973	9/9/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book C.	TX0005612974	9/9/2002
Educators Publishing Service	Test book for Worldly Wise 3000, book 8.	TX0005742334	6/21/2003
Educators Publishing Service	Test book for Worldly wise book 9 / written by Cynthia and Drew Johnson.	TX0005821902	10/24/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 1 / written by Robin Raymer ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915230	2/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 2 / written by Lorraine Sintetos ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915231	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 3 / written by Lorraine Sintetos ; editor, Stacy L. Nichols, managing editor, Sheila Neylon.	TX0005915232	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 4 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915227	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 5 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915228	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 6 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895723	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 7 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895724	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. A.	TX0005895727	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. B.	TX0005895726	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. C.	TX0005895725	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 8 / written by Cynthia and Drew Johnson.	TX0005887652	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 9 / written by Cynthia and Drew Johnson.	TX0005887651	12/22/2003
Educators Publishing Service	Uncle Paul's cane.	TX0006332459	5/5/2006
Educators Publishing Service	Vocabulary from classical roots : bk. 4.	TX0006491881	1/9/2007
Educators Publishing Service	Vocabulary from classical roots : bk. 6 : teacher's guide and answer key.	TX0006420239	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Vocabulary from classical roots : C / Norma Fifer, Nancy Flowers.	TX0002707174	12/13/1989
Educators Publishing Service	Wallet in the woods.	TX0006447432	6/12/2006
Educators Publishing Service	When hens shop.	TX0006358156	5/5/2006
Educators Publishing Service, Inc.	Wilson expanded syntax program : teacher's manual / Mary Sweig Wilson.	TX0000252292	4/16/1979
Educators Publishing Service	Wordly wise 3000 : bk. 1, concept cards and picture cards.	TX0006505577	1/9/2007
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004504280	3/7/1997
Educators Publishing Service	Wordly Wise 3000 Book 1 and Teacher's Resource Book.	TX0006829412	9/28/2007
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 10 Audio Recordings.	SR0000645711	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 2 Audio Recordings.	SR0000645710	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 3 Audio Recordings.	SR0000645716	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 4 Audio Recordings.	SR0000645714	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 9 Audio Recordings.	SR0000645709	1/14/2010
Educators Publishing Service	Wordly Wise 3000 Book K and Teacher's Resource Book.	TX0006829336	9/28/2007
Educators Publishing Service	Wordly Wise 3000.com.	TX0007128213	8/31/2009
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10.	TX0006829337	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10 Teacher's Resource Book.	TX0006829505	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11.	TX0006829341	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11 Teacher's Resource Book.	TX0006829491	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12.	TX0006829511	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12 Teacher's Resource Book.	TX0006829499	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2.	TX0006829353	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2 Teacher's Resource Book.	TX0006829492	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 3.	TX0006829327	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4.	TX0006829352	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4 Teacher's Resource Book.	TX0006829496	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5.	TX0006829334	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5 Teacher's Resource Book.	TX0006829503	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6.	TX0006829333	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6 Teacher's Resource Book.	TX0006829501	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7.	TX0006829331	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7 Teacher's Resource Book.	TX0006829497	1/3/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8.	TX0006829328	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8 Teacher's Resource Book.	TX0006829512	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9.	TX0006829355	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9 Teacher's Resource Book.	TX0006829510	9/28/2007
Educators Publishing Service	Wordly wise quickquiz.	TX0002767827	3/2/1990
Educators Publishing Service	Wordly wise readers : series A.	TX0001504309	1/25/1985
Educators Publishing Service	Wordly wise reading with writing and comprehension exercises : bk. 1[-2] / Kenneth Hodkinson.	TX0002526176	3/15/1989
Educators Publishing Service	Words are wonderful, an interactive approach to vocabulary : bk. 1 tests / Dorothy Grant Hennings ; lesson test written by Mark Lyons.	TX0005713988	4/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 2 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005836551	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 3 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005989443	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 4 : teacher's guide.	TX0006289616	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 3 tests / Dorothy Grant Hennings.	TX0005989354	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 4.	TX0006289618	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for bk. 2 / Dorothy Grant Hennings.	TX0005821879	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for book 4.	TX0006289617	8/3/2005
Educators Publishing Service	Words are wonderful : bk. 1 : an interactive approach to vocabulary / Dorothy Grant Hennings.	TX0006211214	3/20/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Words are wonderful : bk. 3 : an interactive approach to vocabulary / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005914664	2/17/2004
Educators Publishing Service	Words are wonderful : bk. A and tests for bk. A.	TX0006420245	8/16/2006
Educators Publishing Service,	Worldly wise 3000 : bk. C / Kenneth Hodkinson & Sandra Adams.	TX0005578776	5/17/2002
Educators Publishing Service	Worldly Wise 3000 Second Edition Book 3 Teacher's Resource Book.	TX0006829490	9/28/2007
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 1-5.	TX0005821878	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 6-9.	TX0005821876	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books A, B & C.	TX0005821877	10/24/2003
Educators Publishing Service	Worldly Wise 3000 book K concept cards and picture cards.	TX0006501087	1/9/2007
Educators Publishing Service	Write about me / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914669	2/17/2004
Educators Publishing Service	Write about my world / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914661	2/17/2004
Educators Publishing Service, Inc.	Writing skills : bk. 2 / Diana Hanbury King.	TX0006083206	12/23/2004
Educators Publishing Service, Inc.	Writing skills : bk. 3 / Diana Hanbury King.	TX0005578777	5/17/2002
Educators Publishing Service	Writing skills : teacher's handbook / Diana Hanbury King.	TX0005989442	6/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	A Red Sash, et al.	TX0007035790	9/3/2009
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set A.	SR0000651606	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set B.	SR0000651605	3/25/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set C.	SR0000651607	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set D.	SR0000651608	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Comprehension Workbook 6.	TX0007124841	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6 Blackline Masters.	TX0007019620	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Set 6 Storybooks.	TX0007124783	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Practice Book.	TX0007166870	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Sourcebook for Teachers.	TX0007166891	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Storybooks 6.	SR0000647962	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 11 Audio Recordings.	SR0000648553	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 12.	SR0000648555	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 5.	SR0000648554	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 6.	SR0000649243	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 7.	SR0000648552	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 8.	SR0000648556	1/11/2010
Educators Publishing Service	30 roots to grow on : a teacher's guide for the development of vocabulary / Carol Murray and Jenny Munro.	TX0002707275	12/13/1989
Educators Publishing Service, Inc.	Alphabet series.	SR0000311249	4/9/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Alphabet series / compiled by Frances Bloom ; illustrated by Mary Geiger ; stories by Frances Bloom, Deborah Coates, Mary Geiger ... [et al.]	TX0005504305	4/9/2002
Educators Publishing Service, Inc.	Alphabetic phonics : workbook 1.	TX0004446500	12/16/1996
Educators Publishing Service, Inc.	Alphabetic phonics. Workbook 1. By Georgie Green.	RE0000701592	4/10/1995
Educators Publishing Service, Inc.	Alphadeck guide : 21 letter-card games in alphabetizing, phonics, and spelling skills / by Karen Barriere.	TX0001005848	10/15/1982
Educators Publishing Service, Inc.	America becomes a giant / by Franklin Escher, Jr.	TX0003444588	12/17/1992
Educators Publishing Service	Analogies : 1 / Arthur Liebman.	TX0002759193	2/23/1990
Educators Publishing Service	Analogies 2 / Arthur Liebman.	TX0002707212	12/13/1989
Educator's Publishing Service, Inc.	Analogies 3 : 8 vocabulary and 4 analogy quizzes / Arthur Liebman.	TX0002250609	2/9/1988
Educators Publishing Service, Inc.	Association method drop drill flip book : nonsense syllable practice based on selected Northampton symbols / contributors, Daphne Cornett, Maureen K. Martin.	TX0005504384	4/9/2002
Educators Publishing Service, Inc.	Attack math : addition 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440549	11/5/1984
Educators Publishing Service	Attack math : addition 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510858	1/30/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681559	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681562	10/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681563	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge : division, [book] 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001588498	5/21/1985
Educators Publishing Service	Attack math : division 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510860	1/30/1985
Educators Publishing Service	Attack math : multiplication 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510859	1/30/1985
Educators Publishing Service, Inc.	Attack math : subtraction 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440550	11/5/1984
Educators Publishing Service [sic]	Beginning paragraph meaning / Joanne Carlisle.	TX0002055602	4/27/1987
Educators Publishing Service, Inc.	Beginning reasoning & reading / Joanne Carlisle.	TX0005563746	6/17/2002
Educators Publishing Service	Beginning reasoning skills / Joanne Carlisle.	TX0002072302	4/27/1987
Educators Publishing Service, Inc.	Beyond the code : book 2 / Nancy M. Hall ; illustrated by Hugh Price.	TX0005418389	4/13/2001
Educators Publishing Service, Inc.	Beyond the code : comprehension and reasoning skills : bk. 3 / Nancy M. Hall ; illustrated by Hugh Pirce and Alan Price.	TX0005342658	8/2/2001
Educators Publishing Service, Inc.	Bird watch / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989450	6/21/2004
Educators Publishing Service, Inc.	Bookwise : a literature guide [by] Barbara Moross, Sonia Landes, Molly Flender, The Phantom Tollbooth. / written by Norton Juster ; illustrated by Jules Feiffer.	TX0005091729	11/16/1999

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Building language skills : readiness for reading : book A / Lida Helson and Ahna Fiske.	TX0000168802	12/26/1978
Educators Publishing Service, Inc.	Building language skills : teacher's guide / by Lida Helson and Ahna Fiske.	TX0000223233	3/16/1979
Educators Publishing Service, Inc.	Building mathematical thinking : bk. 3 : skinny concepts / Marsha Stanton.	TX0005505221	4/9/2002
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts : bk. 1 / Marsha Stanton.	TX0005453838	9/4/2001
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts, bk. 2 / Marsha Stanton.	TX0005204105	7/27/2000
Educators Publishing Service, Inc.	Charlotte's web : a literature guide / Sonia Landes, 1925-, and Molly Flender, 1935-.	TX0005093770	11/16/1999
Educators Publishing Service, Inc.	Clancy races / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994319	6/21/2004
Educators Publishing Service, Inc.	Classroom strategies to aid the disabled learner : with glossary / Jean Abbott.	TX0000206533	3/16/1979
Educators Publishing Service, Inc.	Code cards : key word picture and letter cards for explode the code 1 to 3 1/2 / Nancy Hall, Dawn Towle.	TX0004030257	4/18/1995
Educators Publishing Service, Inc.	Colt for Jenny / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989448	6/21/2004
Educators Publishing Service, Inc.	Composition 1 / Sara Hickman.	TX0001104556	1/13/1983
Educators Publishing Service, Inc.	Composition : book 3.	TX0001315807	4/4/1984
Educators Publishing Service, Inc.	Composition : book II / Sara Hickman.	TX0000223235	3/19/1979
Educators Publishing Service, Inc.	Composition : book III / Sara Hickman.	TX0000223236	3/19/1979
Educators Publishing Service, Inc.	Computation basics : book 1 / by Janet A. Alford and Lynda R. Solms.	TX0000584747	11/24/1980
Educators Publishing Service, Inc.	Computation basics : book 5 / by Janet A. Alford and Lynda R. Solms.	TX0001220396	10/6/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Daily phonics lessons : folding mini workbooks / Lori Bloom, Norma Childs, Judith Erickson, Linda Gray.	TX0005476786	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 3 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504336	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 4 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504338	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 5 / Rob Frieske, Pat Healy, Deborah Howe, Jan Oberg, Judy Pavlicek, Pat Rainholt, Mike Smith.	TX0005612972	9/9/2002
Educators Publishing Service	Developmental variation and learning disorders / Melvin D. Levine ; with an appendix by Betty N. Gordon and Martha S. Reed.	TX0002249366	2/9/1988
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002250528	2/9/1988
Educators Publishing Service, Inc.	Dyslexia training program—progress measurements, schedules I, II, and III : student's book / Mary Baertch Rumsey.	TX0003321738	5/20/1992
Educators Publishing Service	Dyslexia training program : the alphabet, spelling exercises, and review of schedule III / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002712008	12/11/1989
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. A / Jane Ervin.	TX0005563743	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. B / Jane Ervin.	TX0005563776	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. D / Jane Ervin ; illustrated by Anne Lord.	TX0005585784	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book A / by Jane Ervin.	TX0000929727	5/13/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book B[-C] : literature, the arts, social studies, science, general topics, logical thinking, mathematics / by Jane Ervin ; [illustrated by George Phillips]	TX0001004405	10/28/1982
Educators Publishing Service	Elements of clear thinking : accurate communication / by William F. McCart.	TX0001503606	1/25/1985
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading.	TX0001453984	11/5/1984
Educators Publishing Service, Inc.	Elements of clear thinking : sound reasoning / by William F. McCart.	TX0001172898	8/8/1983
Educators Publishing Service, Inc.	Ella / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995356	6/21/2004
Educators Publishing Service, Inc.	Energy horizons : book 1, Energy sources / by Christina G. Miller and Louise A. Berry ; [illustrated by Melinda Vinton].	TX0001063640	1/12/1983
Educators Publishing Service, Inc.	Energy horizons : book 2, electrical energy / by Christine G. Miller and Louise A. Berry ; [illustrated by Anne Lord]	TX0001375285	7/6/1984
Educators Publishing Service, Inc.	Energy horizons : teacher's guide / by Christina G. Miller and Louise A. Berry.	TX0001220397	10/6/1983
Educators Publishing Service, Inc.	English elements : bk. 1 / Arthur Liebman.	TX0004493516	3/7/1997
Educators Publishing Service, Inc.	English elements : bk. 1, quizzes / Arthur Leibman.	TX0004650123	10/17/1997
Educators Publishing Service, Inc.	English elements : bk. 2 / Arthur Liebman.	TX0005158382	3/9/2000
Educators Publishing Service	Experimenting with numbers : a guide for preschool, kindergarten, and first grade teachers / Margaret Stern ; illustrated by John Roberts.	TX0002277916	2/9/1988
Educators Publishing Service, Inc.	Explode the code : 1 1/2 / Nancy Hall, Rena Price.	TX0001364683	6/25/1984
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price.	TX0003551080	5/11/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price ; [text ill. by Alan Price and Laura Price].	TX0001374905	7/6/1984
Educators Publishing Service, Inc.	Explode the code : 2.	TX0001454067	11/5/1984
Educators Publishing Service, Inc.	Explode the code 2 1/2 / Nancy Hall, Rena Price.	TX0003918334	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0003918305	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0002718356	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 3.	TX0001454068	11/5/1984
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0005585782	6/17/2002
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0003585124	8/2/1993
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0000835245	12/7/1981
Educators Publishing Service, Inc.	Explode the code 3 / Nancy Hall, Rena Price.	TX0003918332	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler].	TX0003345488	6/18/1992
Educators Publishing Service	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0001009218	11/4/1982
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy M. Hall, Rena Price.	TX0005563777	6/17/2002
Educators Publishing Service, Inc.	Explode the code 4 / Nancy Hall, Rena Price.	TX0003918333	10/20/1994
Educators Publishing Service	Explode the code : 4 / Nancy Hall, Rena Price.	TX0001503573	1/25/1985
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy M. Hall, Rena Price.	TX0005563775	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code : 5 1/2 / Nancy M. Hall.	TX0005563779	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 / Nancy Hall, Rena Price.	TX0005565755	6/17/2002
Educators Publishing Service	Explode the code : 5 / Nancy Hall, Rena Price ; [ill. by Laura Price and Alan Price]	TX0001503531	1/25/1985
Educators Publishing Service, Inc.	Explode the code 6 / Nancy Hall, Rena Price.	TX0003918331	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 6 / Nancy M. Hall, Rena Price.	TX0005563778	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 7 / Nancy Hall, Rena Price.	TX0005565754	6/17/2002
Educators Publishing Service, Inc.	Explode the code, 8 / Nancy Hall, Rena Price.	TX0005599906	6/17/2002
Educators Publishing Service, Inc.	Explode the code : [book] 5 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0000196155	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 6 / Nancy Hall, Rena Price.	TX0000196154	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 7 / Nancy Hall, Rena Price ; [text ill. by Alan Price, Laura Price, Andrew Mockler, and Meg Rosoff].	TX0000441345	3/11/1980
Educators Publishing Service, Inc.	Explode the code : [book] 8 / Nancy Hall, Rena Price.	TX0001364682	6/25/1984
Educators Publishing Service, Inc.	Fisher-Landau early childhood screening (FLECS)	TX0004242753	3/15/1996
Educators Publishing Service, Inc.	Fractions 1[-3] / Dawny Gershkowitz.	TX0001681567	10/25/1985
Educators Publishing Service, Inc.	Fractions 4 : multiplication and division / Dawny Gershkowitz.	TX0003069071	5/17/1991
Educators Publishing Service, Inc.	From the mixed-up files of Mrs. Basil E. Frankweiler, written and illustrated by E. L. Konigsburg / Christine Doyle Francis.	TX0005358475	4/13/2001
Educators Publishing Service, Inc.	Get Dad lost / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995357	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Gillingham manual : remedial training for students with specific disability in reading, spelling, and penmanship / Anna Gillingham, Bessie W. Stillman.	TX0005370833	4/13/2001
Educators Publishing Service, Inc.	Guide for teaching poetry in three dimensions : reading, writing and critical thinking through poetry : bk. 1 / by Carol Clark and Alison Draper.	TX0005505903	4/9/2002
Educators Publishing Service, Inc.	Hatchet [by] Gary Paulsen / Jon C. Stott.	TX0005358477	4/13/2001
Educators Publishing Service, Inc.	Helping kids write : a practical guide for teaching children to express themselves on paper : for grades 5-8 / by Sarah Bayne.	TX0000460212	4/10/1980
Educators Publishing Service, Inc.	Improving composition through a sentence study of grammar and usage : teaching guide and answer key / by Carol Compton.	TX0000137800	10/30/1978
Educators Publishing Service, Inc.	It's elementary! : 230 math word problems : bk. A / M. J. Owen.	TX0005430358	8/2/2001
Educators Publishing Service, Inc.	It's elementary! 275 math word problems : bk. 1 / M. J. Owen.	TX0005158383	3/9/2000
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 2 / M. J. Owen.	TX0005370823	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 3 / M. J. Owen.	TX0005370822	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : reasoning, estimating, and rounding : a companion to It's elementary! 275 math word problems / M. J. Owen.	TX0005370831	4/13/2001
Educators Publishing Service, Inc.	Josh, the collector / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994320	6/21/2004
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1. By Earl F. Wood.	RE0000555486	12/6/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662207	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 2: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662206	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises : book 1 / by Earl F. Wood.	TX0000151565	10/30/1978
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0001446524	11/5/1984
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0000366871	11/19/1979
Educators Publishing Service, Inc.	Junior vocabulary builder. By Austin Melvin Works.	RE0000060027	12/5/1979
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 1 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0005509227	4/9/2002
Educators Publishing Service, Inc.	Just write : creativity and craft in writing : bk. 3 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0006005940	8/10/2004
Educators Publishing Service, Inc.	Justin's house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989446	6/21/2004
Educators Publishing Service, Inc.	Key word clues : the riddle deck / by Beverly Graham.	TX0003849249	9/9/1994
Educators Publishing Service, Inc.	Keyboarding skills : all grades / Diana Hanbury King.	TX0002072304	4/27/1987
Educators Publishing Service, Inc.	Kids and critters / written by Barbara Sokolski ; illustrated by Jeannie Donovan.	TX0003673261	12/3/1993
Educators Publishing Service, Inc.	King Hank / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995353	6/21/2004
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts : bk. 2 / Eldra O'Neal, Beverly Wolf.	TX0002052647	4/27/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts, book 2 : teaching manual / Eldra O'Neal, Beverly Wolf.	TX0002052994	5/1/1987
Educators Publishing Service, Inc.	Language tool kit / by Paula D. Rome and Jean S. Osman.	TX0000752150	8/6/1981
Educators Publishing Service, Inc.	Learning grammar through writing / by Sandra M. Bell, James I. Wheeler.	TX0001374904	7/6/1984
Educators Publishing Service, Inc.	Learning to listen.	SR0000310561	4/13/2001
Educators Publishing Service, Inc.	Legends and other tales / written by Tanya Hayes Lee ; illustrated by Jeannie Donovan.	TX0003673257	12/3/1993
Educators Publishing Service, Inc.	Literacy program : Texas Scottish Rite Hospital, Dallas, Texas : student book 3-4, lessons 61-160 / Joan Keagy, Ann Sanders.	TX0003346422	6/16/1992
Educators Publishing Service, Inc.	Literature guide to Bridge to Terabithia, written by Katherine Paterson, illustrated by Donna Diamond / by Sonia Landes and Molly Flender.	TX0005148642	11/16/1999
Educators Publishing Service, Inc.	Looking into math : bk. 3 / Susan Gardner and Silvia Acosta.	TX0005872761	6/17/2002
Educators Publishing Service, Inc.	Looking into math / Cathy Feldman and Barbara Peckham.	TX0005563780	6/17/2002
Educators Publishing Service, Inc.	Looking into math : Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0005565757	6/17/2002
Educators Publishing Service, Inc.	Lunch on a raft / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995354	6/21/2004
Educators Publishing Service, Inc.	Mandy / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995352	6/21/2004
Educators Publishing Service, Inc.	Manual de ensenanza del lenguaje / by Paula D. Rome and Jean S. Osman.	TX0003526550	12/17/1992
Educators Publishing Service, Inc.	Math & writing : fourteen language arts lessons for students who like math.	TX0001315809	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Math and writing 2 : paragraphing skills for students who like math / Robert A. Pauker.	TX0002250533	2/9/1988
Educators Publishing Service, Inc.	Math investigations : bk. 1 : Ridgewood, New Jersey, Public Schools / Cathy Feldman and Barbara Peckham.	TX0004749016	4/10/1998
Educators Publishing Service, Inc.	Math investigations Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0004771868	4/10/1998
Educators Publishing Service, Inc.	Megawords 1 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001063639	1/12/1983
Educators Publishing Service, Inc.	Megawords 2 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001172899	8/8/1983
Educators Publishing Service, Inc.	Megawords : 3 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001364686	6/25/1984
Educators Publishing Service, Inc.	Megawords 4.	TX0003853927	12/8/1994
Educators Publishing Service	Megawords 6 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001588499	5/21/1985
Educators Publishing Service	Megawords 8 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0002250530	2/9/1988
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0003551906	5/11/1993
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0000873198	2/23/1982
Educators Publishing Service, Inc.	Moon zoo / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995351	6/21/2004
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter / Jane Ervin.	TX0005370824	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 2 / Jane Ervin.	TX0005370825	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 3 / Jane Ervin.	TX0005370827	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 4 / Jane Ervin.	TX0005370826	4/13/2001
Educators Publishing Service, Inc.	MTA, multisensory teaching approach : 4.	TX0003551957	5/11/1993
Educators Publishing Service, Inc.	MTA : Multisensory teaching approach : reading and spelling : 6 / Margaret Taylor Smith.	TX0002931492	9/7/1990
Educators Publishing Service, Inc.	MTA program introduction / Margaret Taylor Smith.	TX0002987791	1/14/1991
Educators Publishing Service, Inc.	Multi-sensory approach to language arts for specific language disability children : bk. 1 : a guide for primary teachers / Beth H. Slingerland.	TX0004675765	10/17/1997
Educators Publshing [sic] Service	Multisensory teaching approach : alphabet and dictionary skills guide / by Edith A. Hogan and Margaret Taylor Smith.	TX0002250529	2/9/1988
Educators Publishing Service, Inc.	Multisensory teaching approach : kit 7.	TX0003574976	5/11/1993
Educators Publishing Service, Inc.	Multisensory teaching approach / Margaret Taylor Smith.	TX0002638355	2/14/1989
Educators Publishing Service, Inc.	Mystery of the missing marble / written by Tanya Auger ; illustrated by Andrew Kuan.	TX0005285009	1/18/2001
Educators Publishing Service, Inc.	Number the stars [by] Lois Lowry / Joel D. Chaston.	TX0005358476	4/13/2001
Educators Publishing Service, Inc.	Pediatric examination of educational readiness at middle childhood : Peeramid 2 : examiner's manual / developed under the direction of Melvin D. Levine.	TX0004191215	1/18/1996
Educators Publishing Service, Inc.	Peeramid 2, examiner's manual / Melvin D. Levine.	TX0004491668	3/5/1997
Educators Publishing Service, Inc.	PEEX 2 (pediatric early elementary examination) / developed under the direction of Melvin D. Levine.	TX0004170509	12/13/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	PEEX 2—pediatric early elementary examination : examiner's manual / developed under the direction of Melvin D. Levine, further developed by Melvin D. Levine and Adrian D. Sandler.	TX0004760199	4/10/1998
Educators Publishing Service, Inc.	PEEX II : the pediatric early elementary examination : examiner's guidelines.	TX0003280801	3/20/1992
Educators Publishing Service, Inc.	Phil the flea / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989453	6/21/2004
Educators Publishing Service, Inc.	Phonetic primers / by Carolyn Smith ; [illustrated by Suzanne Sugar].	TX0000379636	12/6/1979
Educators Publishing Service, Inc.	Phonics drill cards update deck.	TX0004817023	4/10/1998
Educators Publishing Service, Inc.	Phonics drill cards with pictures for reading and spelling.	TX0004766616	4/10/1998
Educators Publishing Service, Inc.	Phonogram, suffix, and prefix strips for classroom use.	TX0003685823	12/3/1993
Educators Publishing Service, Inc.	Plain talk about KIDS, Kids inclined toward difficulty in school / Alice P. Thomas, editor.	TX0004193513	1/18/1996
Educators Publishing Service, Inc.	Poetry in six dimensions : teacher's guide / Carol Clark and Norma Fifer.	TX0005204036	3/9/2000
Educators Publishing Service, Inc.	Poetry in six dimentions ; 20th century voices / Carol Clark and Norma Fifer.	TX0005174978	3/9/2000
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 1 / Carol Clark and Alison Draper.	TX0005430359	8/2/2001
Educators Publishing Service, Inc.	Pragmatic approach to the evaluation of children's performances on pre-reading screening procedures to identify first grade academic needs / Beth H. Slingerland.	TX0000379635	12/6/1979
Educators Publishing Service, Inc.	Pre-reading screening procedures and Slingerland screening tests for identifying children with specific language disability : technical manual / by Susanne P. Fulmer.	TX0000575574	10/27/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Primary analogies : bk. 2, critical and creative thinking / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004663192	11/10/1997
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking.	TX0004771869	4/10/1998
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking : bk. 1 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004446499	12/16/1996
Educators Publishing Service, Inc.	Primary analogies—critical and creative thinking : bk. 2 : teacher's guide and answer key.	TX0004760200	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension : book 8 : in varied subject matter / by Jane Ervin.	TX0000537203	8/18/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / by Jane Ervin.	TX0004772040	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0005563742	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0004660250	10/31/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / by Jane Ervin.	TX0003952637	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / Jane Ervin.	TX0005563738	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752261	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 3 / by Jane Ervin.	TX0004760201	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 4 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752262	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 9 / by Jane Ervin.	TX0003952635	12/8/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0001503659	1/25/1985
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0000486511	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 10 : literature, combined subjects, social studies, science, the arts, philosophy, logic and language, mathematics / by Jane Ervin.	TX0001004406	10/28/1982
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 4 / Jane Ervin.	TX0000486512	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 5 / Jane Ervin.	TX0000486514	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / by Jane Ervin.	TX0000738155	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / Jane Ervin.	TX0004474444	1/2/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 7 / by Jane Ervin.	TX0000738153	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 9 / by Jane Ervin.	TX0000826211	12/7/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book[s] 2 [& 3] / Jane Ervin.	TX0000486513	6/2/1980
Educators Publishing Service, Inc.	Reading for content : bk. 2 / Carol Einstein.	TX0004446347	1/2/1997
Educators Publishing Service, Inc.	Reading from scratch/R F S phonics.	TX0001449034	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : RfS/workbook 1 / Dorothy VanDenHonert.	TX0001440547	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : workbook 1.	TX0004084426	8/11/1995
Educators Publishing Service	Reading from scratch : word lists and sentences for dictation / Dorothy VanDenHonert.	TX0001503572	1/25/1985
Educators Publishing Service, Inc.	Reasoning & reading : level 2 / Joanne Carlisle.	TX0005563744	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / by Joanne Carlisle.	TX0001040488	1/12/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / Joanne Carlisle.	TX0005585781	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 : teacher's guide and answer key / by Joanne Carlisle.	TX0001172897	8/8/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 2 / by Joanne Carlisle.	TX0001315796	4/4/1984
Educators Publishing Service, Inc.	Recipe for reading : bk. 4-6 / Connie Russo, Shirli Kohn.	TX0003453668	12/30/1992
Educators Publishing Service, Inc.	Recipe for reading workbook 2 / Connie Russo, Shirli Kohn.	TX0005495737	4/13/2001
Educators Publishing Service	Recipe for reading : workbook 3 / Connie Russo, Shirli Kohn.	TX0003071671	5/17/1991
Educators Publishing Service, Inc.	Recipe for reading : workbook 7 / Connie Russo, Shirli Kohn.	TX0003458075	12/30/1992
Educators Publishing Service	Recipe for reading workbooks : 1 / Connie Russo, Shirli Kohn.	TX0002817251	5/3/1990
Educators Publishing Service, Inc.	Return to Aztlan : a history of the Mexican American experience / by Alan Riese and Beverley W. Rodgers.	TX0000366872	11/19/1979
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 : answer key.	TX0004129993	11/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 / by George Libonate, Jr., with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004048746	5/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 1 / George Libonate, Jr., with Geraldine Brunner, Deborah Burde, Marianne Williams, Theresa Wiss.	TX0003873693	8/19/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004303545	5/22/1996
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004504568	3/7/1997
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 4 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370829	4/13/2001
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 5 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370830	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 1 / Nancy Bison and Terri Wiss.	TX0005370819	4/13/2000
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 2 / Nancy Bison and Terri Wiss.	TX0005370815	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 3 / Nancy Bison and Terri Wiss.	TX0005510275	4/9/2002
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program / Jane Ervin.	TX0005348540	2/9/2001
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program : teacher's key / Jane Ervin.	TX0005348541	2/9/2001
Educators Publishing Service, Inc.	Rights of parents and responsibilities of schools / compiled by James G. Meade.	TX0000223234	3/16/1979
Educators Publishing Service	Rules of the game : 2 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002707208	12/13/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Rules of the game, 3 / Mary Page, Peter Guthrie, Sloan Sable.	TX0003979276	2/23/1995
Educator's Publishing Service, Inc.	Rules of the game : bk. 3, teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0003069072	5/17/1991
Educators Publishing Service	Rules of the game : grammar through discovery : 1 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002709084	12/13/1989
Educators Publishing Service	Rules of the game : grammar through discovery : 2 : teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0002759191	2/23/1990
Educators Publishing Service, Inc.	Sarah, plain and tall / by Patricia MacLachlan.	TX0005086472	11/16/1999
Educators Publishing Service, Inc.	Senior English review exercises / by Earl F. Wood.	TX0000538125	8/19/1980
Educators Publishing Service, Inc.	Senior English review exercises. By Earl F. Wood.	RE0000555487	12/6/1991
Educators Publishing Service, Inc.	Senior English review exercises; teacher's guide. Text: Earl F. Wood, -1960.	RE0000662205	1/10/1994
Educators Publishing Service, Inc.	Sentence power : an approach to beginning reading / by Francee R. Sugar, Jeanette Jefferson Jansky, Martin J. Hoffman, Joan Layton, Catherine Lipkin ; edited by Virginia V. James Hlavsa.	TX0004084033	8/11/1995
Educators Publishing Service, Inc.	Sequential seasonal activities : book 2 / Eldra O'Neal, Bev Wolf.	TX0001009217	11/4/1982
Educators Publishing Service, Inc.	Situation learning : schedule I.	TX0001444214	11/5/1984
Educators Publishing Service, Inc.	Skinny concepts : teacher's journal, bk. 2 / Marsha Stanton.	TX0005200138	7/27/2000
Educators Publishing Service	Slingerland approach : an effective strategy for teaching spelling / Nancy Cushen White.	TX0002707214	12/13/1989
Educators Publishing Service, Inc.	Snake for Jake / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989452	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	So many bridges / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994318	6/21/2004
Educators Publishing Service, Inc.	Solving language difficulties : remedial routines / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0001364687	6/25/1984
Educators Publishing Service, Inc.	Solving language difficulties, remedial routines : answer key / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0004775832	4/10/1998
Educators Publishing Service, Inc.	Solving language difficulties—remedial routines. By Amey Steere, Caroline Z. Peck & Linda Kahn.	RE0000649394	1/10/1994
Educators Publishing Service, Inc.	Spell of words : teacher's manual / by Elsie T. Rak.	TX0000513996	7/14/1980
Educators Publishing Service, Inc.	Spellbinding 1, workbook of spelling exercises ; Spellbinding 2, workbook of spelling exercises / by Elsie T. Rak.	TX0000151566	5/23/1978
Educators Publishing Service, Inc.	Spelling dictionary for writers : a resource for independent writing: bk. 2 / by Gregory Hurray.	TX0005584921	5/17/2002
Educators Publishing Service, Inc.	Spelling practice guide : 1-2.	TX0003369705	8/6/1992
Educators Publishing Service, Inc.	Spellwell : bk. A / Nancy Hall.	TX0005563745	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Aa / Nancy Hall.	TX0005563741	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. AA / Nancy Hall.	TX0004191219	1/18/1996
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0005563763	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0004049471	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. BB / Nancy Hall.	TX0005585780	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Bb / Nancy Hall.	TX0003974732	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. C, CC : teacher's guide and answer key / Nancy M. Hall.	TX0004761367	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005563737	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005276407	9/29/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy Hall.	TX0005563740	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy M. Hall.	TX0004756099	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. D[-DD] / Nancy Hall.	TX0005370820	4/13/2001
Educators Publishing Service, Inc.	Spellwell : bks. B Bb : teacher's guide and answer key / Nancy Hall.	TX0004048747	5/30/1995
Educators Publishing Service, Inc.	Spotless house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995355	6/21/2004
Educators Publishing Service	Starting over—a literacy program : a combined teaching manual and student textbook for reading, writing, spelling, vocabulary, and handwriting / Joan Knight.	TX0002057007	4/27/1987
Educators Publishing Service, Inc.	Stewart English program : bk. 1, principles plus ... : teacher's guide / Donald S. Stewart.	TX0004649165	10/17/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 2, Grammar plus ... / Donald S. Stewart.	TX0004504195	3/7/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 3, Writing plus ... / Donald S. Stewart.	TX0004455737	1/2/1997
Educators Publishing Service, Inc.	Stories, skills & drills in phonetic reading, comprehension, and pattern spelling : book 1 / Mary Christmas Writer.	TX0001063642	1/12/1983
Educators Publishing Service, Inc.	Stories, skills & drills : teacher's resource manual, book 1 / Mary Christmas Writer.	TX0001001519	10/15/1982
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : bk. 1 / Karen Smith ; ill. by Julia Smith.	TX0005358479	4/13/2001
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : teacher's guide / Karen Smith ; ill. by Julia Smith.	TX0005358480	4/13/2001
Educators Publishing Service	Story of the U. S. A., book 1, Explorers and settlers / by Franklin Escher, Jr.	TX0001503602	1/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0001440548	11/5/1994
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0001364684	6/25/1984
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0000168803	12/26/1978
Educators Publishing Service, Inc.	Story of the USA : bk. 1, explorers and settlers : teacher's guide / Franklin Escher, Jr.	TX0003369702	8/6/1992
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems / by Franklin Escher, Jr.	TX0003724004	3/21/1994
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems : teacher's guide and answer key / by Franklin Escher, Jr.	TX0004026845	1/26/1995
Educators Publishing Service, Inc.	Story of western civilization : bk. 2, Greece and Rome build great civilizations / Alan W. Riese and Herbert J. LaSalle.	TX0003993141	1/23/1995
Educators Publishing Service, Inc.	Story of western civilization : the Middle Ages : bk. 3 / by Alan W. Riese and Herbert J. LaSalle.	TX0005370817	4/13/2001
Educators Publishing Service, Inc.	Structural arithmetic III : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0003369701	8/6/1992
Educators Publishing Service	Structural arithmetic II / Margaret Stern, Toni S. Gould.	TX0002707213	12/13/1989
Educators Publishing Service	Structural arithmetic : II : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0002763549	2/22/1990
Educators Publishing Service, Inc.	Success stories 1 / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0000826209	12/7/1981
Educators Publishing Service, Inc.	Success stories : teacher's manual.	TX0001315808	4/4/1984
Educators Publishing Service, Inc.	Sugar scoring system for the Bender-Gestalt / Francee R. Sugar.	TX0004752052	4/10/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Surveys of problem-solving & educational skills / developed under the direction of Lynn J. Meltzer.	TX0002052648	4/27/1987
Educators Publishing Service, Inc.	Teacher's manual, Spellbound : phonic, reading & spelling / Elsie T. Rak.	TX0000738152	7/20/1981
Educators Publishing Service, Inc.	Teacher's manual to accompany Slingerland college-level screening for the identification of language learning strengths and weaknesses / Carol Murray.	TX0003121844	7/18/1991
Educators Publishing Service, Inc.	Teacher's manual to accompany the Slingerland high school level screening for the identification of language learning strengths and weaknesses / Carol Murray and Patricia Beis.	TX0003557278	5/11/1993
Educators Publishing Service, Inc.	Teaching and assessing phonics : why, what, when, how : a guide for teachers / Jeanne S. Chall, Helen M. Popp.	TX0004757457	4/10/1998
Educators Publishing Service, Inc.	Teaching and learning at home : a curriculum resource / Dorothy Burrows Johnson.	TX0004050333	4/18/1995
Educators Publishing Service, Inc.	Teaching language-deficient children : theory and application of the association method for multisensory teaching / N. Etoile DuBard, Maureen K. Martin.	TX0004028515	3/31/1995
Educators Publishing Service, Inc.	Ten essential vocabulary strategies : bk. 3 / Lee Mountain.	TX0006011205	8/10/2004
Educators Publishing Service Inc.	Test booklet for vocabulary from classical roots : E : teacher's guide and answer key.	TX0006227600	3/14/2005
Educators Publishing Service, Inc.	Tests to accompany Word attack manual / Josephine Rudd.	TX0003100467	6/28/1991
Educators Publishing Service, Inc.	Texas Scottish Rite Hospital literacy program / Joan Keagy and Ann Sanders.	TX0003208941	12/9/1991
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots D.	TX0006186031	3/14/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots E.	TX0006186029	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots D.	TX0006186028	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots E.	TX0006186030	3/14/2005
Educators Publishing Service, Inc.	Thinking about Mac and Tab : primary phonics comprehension : workbook 1.	TX0005383654	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab : teacher's guide and answer key / Karen L. Smith.	TX0005358478	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358474	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358484	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358487	4/13/2001
Educators Publishing Service, Inc.	Up in the clouds / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989449	6/21/2004
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0003704764	12/27/1993
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0000738154	7/20/1981
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling : [visual, auditory, kinesthetic] : teacher's manual and answer key / by C. Wilson Anderson.	TX0000928731	5/13/1982
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 1. By Austin M. Works.	RE0000555488	12/6/1991
Educators Publishing Service, Inc.	Vocabulary builder : bk. 2 / Austin M. Works.	TX0003895703	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 3. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594107	3/23/1992

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 4. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594105	3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 / by Austin M. Works. Vocabulary builder. Bk. 5. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895601 RE0000594106	9/29/1994 3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 : teacher's key / Austin M. Works.	TX0004129949	11/30/1995
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 6 / by Austin M. Works. Vocabulary builder. Bk. 6. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895598 RE0000594108	9/29/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 7. Vocabulary builder. Bk. 7. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003945782 RE0000594109	11/21/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : book 1. Vocabulary builder : book 2. Vocabulary builder : book 4. Vocabulary builder ; book five [& six] / by Austin M. Works.	TX0001449264 TX0001375224 TX0001375223 TX0000321073	6/25/1984 7/6/1984 7/6/1984 8/8/1979
Educators Publishing Service	Vocabulary builder : book five / by Austin M. Works.	TX0001503599	1/25/1985
Educators Publishing Service, Inc.	Vocabulary builder : book four / by Austin M. Works.	TX0000406363	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder ; book one [& three] / by Austin M. Works.	TX0000321072	8/8/1979
Educators Publishing Service, Inc.	Vocabulary builder : book seven / by Austin M. Works.	TX0000406364	2/11/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary builder : book six / by Austin M. Works.	TX0001440544	11/5/1984
Educators Publishing Service, Inc.	Vocabulary builder : book three / by Austin M. Works.	TX0001364681	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book two / by Austin M. Works.	TX0000410503	2/11/1980
Educators Publishing Service, Inc.	Vocabulary from classical roots : B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0003091507	6/26/1991
Educators Publishing Service, Inc.	Vocabulary from classical roots, B : tests / Norma Fifer, Stephen Weislogel.	TX0005085641	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. A : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180054	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. A : tests / Norma Fifer, Stephen Weislogel.	TX0005093772	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180052	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180055	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. C : tests / Norma Fifer, Stephen Weislogel.	TX0005093768	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. D : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180053	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. D : tests / Norma Fifer, Stephen Weislogel.	TX0005093771	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots, book A answer key.	TX0006166577	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book C answer key.	TX0006166576	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book E answer key.	TX0006166578	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0002759192	2/23/1990
Educators Publishing Service, Inc.	Vocabulary from classical roots, D / Norma Fifer, Nancy Flowers.	TX0003979275	1/23/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots : E / Norma Fifer, Nancy Flowers.	TX0003872481	6/23/1994
Educators Publishing Service, Inc.	Vocabulary from classical roots : E : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0004048753	5/30/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots E : tests / Norma Fifer, Stephen Weislogel.	TX0005089410	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0005563739	6/17/2002
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0003407946	9/18/1992
Educators Publishing Service, Inc.	Wally Walrus / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989447	6/21/2004
Educators Publishing Service, Inc.	Well-told tales : distinguished children's books with activities for reading and language development / Carolyn Henderson.	TX0003558440	5/25/1993
Educators Publishing Service, Inc.	Winston grammar program : basic level : student's workbook / Paul R. Erwin.	TX0003282007	3/30/1992
Educators Publishing Service, Inc.	Witty word play / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989451	6/21/2004
Educators Publishing Service, Inc.	Word elements : how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0004084032	8/11/1995
Educators Publishing Service, Inc.	Word elements—how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0000929560	5/13/1982
Educators Publishing Service, Inc.	Word elements : how they work together : teacher's manual / by Alan W. Riese and Herbert J. LaSalle.	TX0001037216	1/12/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 1 / Kenneth Hodkinson, Sandra Adams.	TX0004504193	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004236757	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004504194	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004217315	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004493517	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 7 / Kenneth Hodkinson, Sandra Adams.	TX0005364311	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 8 / Kenneth Hodkinson, Sandra Adams.	TX0005364312	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 9 / Kenneth Hodkinson, Sandra Adams.	TX0005370821	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. A / by Kenneth Hodkinson and Sandra Adams.	TX0005370832	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : vocabulary workbooks for grades 4-12, sample lessons for grades 4-8 / Kenneth Hodkinson, Sandra Adams.	TX0004772045	4/10/1998
Educators Publishing Service, Inc.	Wordly wise. Bk. 1-2. By Kenneth Hodkinson and Joseph Ornato.	RE0000701594	4/10/1995
Educators Publishing Service, Inc.	Wordly wise : bk. 1 / Kenneth Hodkinson & Joseph G. Ornato.	TX0003952634	12/8/1994
Educators Publishing Service, Inc.	Wordly wise : book 1 [& 2] : teacher's key / by Kenneth Hodkinson & Joseph G. Ornato.	TX0000321074	8/2/1979
Educators Publishing Service, Inc.	Wordly wise : book 1, [4 & 6] / Kenneth Hodkinson & Joseph G. Ornato.	TX0001210393	10/6/1983
Educators Publishing Service, Inc.	Wordly wise : book 2.	TX0001315805	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 3.	TX0001315806	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : book 5 / Kenneth Hodkinson & Joseph G. Ornato.	TX0001232317	9/2/1983
Educators Publishing Service	Wordly wise : book 8 / Kenneth Hodkinson.	TX0001457946	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 8 / Kenneth Hodkinson.	TX0000250249	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : book 9.	TX0001481826	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 9 / Kenneth Hodkinson.	TX0000379638	12/6/1979
Educators Publishing Service, Inc.	Wordly wise : book A[-C] : answer key / Kenneth Hodkinson.	TX0000859475	2/23/1982
Educators Publishing Service, Inc.	Wordly wise : book A[-C] / Kenneth Hodkinson.	TX0000813520	9/9/1981
Educators Publishing Service, Inc.	Wordly wise books / [book [1-7] Kenneth Hodkinson & [book 1-4] Joseph G. Ornato.	TX0000168804	12/26/1978
Educators Publishing Service	Wordly wise readers : series A, book 1 [-6] / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen]	TX0001531206	1/25/1985
Educators Publishing Service	Wordly wise readers : workbook A / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen].	TX0001503601	1/25/1985
Educators Publishing Service	Wordly wise reading : bk. 1-2, with writing and comprehension exercises / Kenneth Hodkinson.	TX0002707215	12/13/1989
Educators Publishing Service, Inc.	Wordly wise teacher's key : bk. 5 / Kenneth Hodkinson.	TX0004446503	12/16/1996
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 3 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250248	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 4 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250247	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 5 / Kenneth Hodkinson.	TX0000250246	4/16/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 6 / Kenneth Hodkinson.	TX0000231865	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 7 / Kenneth Hodkinson.	TX0000231864	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 8 / Kenneth Hodkinson.	TX0000231863	4/16/1979
Educators Publishing Service, Inc.	Words I use when I write : teacher's guide / by Alana Trisler and Patrice Howe Cardiel.	TX0006271527	11/22/2005
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : bk. 3 / by C. Wilson Anderson.	TX0002077959	4/27/1987
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : book 1[-2] / by C. Wilson Anderson.	TX0000584746	11/24/1980
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 1, Kenneth Hodkinson, Sandra Adams.	TX0004303546	5/22/1996
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004565025	4/10/1998
Educators Publishing Service, Inc.	Worldly wise 3000 / by Kenneth Hodkinson and Sandra Adams ; text ill. by Anne Lord ; cover art by Carol Maglitta.	TX0005445918	9/24/2001
Educators Publishing Service, Inc.	Worldly wise : bk. 9 / Kenneth Hodkinson.	TX0003100430	7/1/1991
Educators Publishing Service, Inc.	Write about me, write about my world : teacher's guide / by Elsie S. Wilmerding.	TX0006008035	8/10/2004
Educators Publishing Service	Writing skills 1-2 / Diana Hanbury King.	TX0002707274	12/13/1989
Educators Publishing Service, Inc.	Writing skills 2 / Diana Hanbury King.	TX0004084040	8/11/1995
Educators Publishing Service, Inc.	Writing skills : bk. 1 / Diana Hanbury King.	TX0006011206	8/10/2004
Educators Publishing Service, Inc.	Writing skills for the adolescent / Diana Hanbury King.	TX0001681558	10/25/1985
Educators Publishing Service, Inc.	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0003979277	1/23/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0002072303	4/27/1987
Educators Publishing Service, Inc.	Written basic English for dyslexic students : transition to the classroom / Marietta Laing Biddle.	TX0004748814	4/10/1998
Educators Publishing Services, Inc.	Attack math teacher's resource book / Carole Greenes, Linda Schulman, Rika Spungin, George Immerzeel.	TX0005358305	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : bk. 1 / Nancy M. Hall.	TX0005358310	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : comprehension and reasoning skills : bk. 4 / Nancy M. Hall ; illustrated by Hugh Price an Alan Price.	TX0005504580	4/9/2002
Educators Publishing Services, Inc.	Bookwise : a literature guide, roll of thunder, hear my cry / Anita Moss.	TX0005358318	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, stone fox / Edith Baxter.	TX0005358317	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, the witch of Blackbird Pond / Molly Flender & Sonia Landes.	TX0005358311	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, tuck everlasting / Molly Flender & Sonia Landes.	TX0005358314	4/13/2001
Educators Publishing Services, Inc.	Dyslexia training program : schedule 1 student's book / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0005358315	4/13/2001
Educators Publishing Services, Inc.	Multi-sensory approach to language arts, book 2 : teaching manual	TX0005358308	4/13/2001
Educators Publishing Services, Inc.	Stepping stones : a path to critical thinking : bk. 2 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005504581	4/9/2002
Educators Publishing Services, Inc.	Story notebook : a writer's workshop organizer, bk. 2 / Karen L. Smith.	TX0005358316	4/13/2001
Educators Publishing Services, Inc.	Thinking about Mac and Tab : primary phonics comprehension workbook 5 / by Karen L. Smith.	TX0005358307	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Services, Inc.	Vocabulary builder : bk. 1 / Austin M. Works.	TX0003895590	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 3 / Austin M. Works.	TX0003895591	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 4 / Austin M. Works.	TX0003895589	9/29/1994
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6.	TX0007039394	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 1-2-3.	TX0007039363	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 4-5-6.	TX0007039405	8/31/2009
Educators Publishing Services, Inc.	Explode the code 5	TX0003700928	12/17/1993
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A135391	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A)	A146679	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A, B, C)	A146681	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form B and C)	A176670	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A208864	1971
Educators Publishing Service	A First Course in Phonic Reading Teacher's Manual	A221464	1971
Educators Publishing Service	Second English Review	A288862	1971
Educators Publishing Service	A Second Course in Phonic Reading Book 1 and Teacher's Manual	A301523	1971
Educators Publishing Service	A First Course in Phonic Reading	A301524	1971
Educators Publishing Service	A First Course in Phonic Reading	A390375	1972

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	First English Review	A 390378	1972
Educators Publishing Service	First English Review	A576535	1962
Educators Publishing Service	Word Attack Manual and Test Booklet	A576558	1962
Educators Publishing Service	Junior English review Exercises Book II	A576560	1960
Educators Publishing Service	Second English Review	A592196	1962
Educators Publishing Service	College Entrance Review in English Aptitude, Supplement	A593201	1947
Educators Publishing Service	College Entrance Review in English Aptitude	A600551	1962
Educators Publishing Service	Composition Book 2	A624005	1963
Educators Publishing Service	Composition Book 1	A624007	1963
Educators Publishing Service	A First Course in Remedial Reading (Student Workbook and TM)	A631830	1963
Educators Publishing Service	Junior English Review Exercises Book I	A656806	1963
Educators Publishing Service	College Entrance Review in English Aptitude	A669316	1975
Educators Publishing Service	Basic Language Principles with Language Background	A680788	1964
Educators Publishing Service	First English Review	A718331	1964
Educators Publishing Service	Second English Review	A718332	1964
Educators Publishing Service	A Second Course in Phonetic Reading Book 1	A722585	1964
Educators Publishing Service	A Second Course in Phonetic Reading	A722586	1964
Educators Publishing Service	A First Course in Phonic Reading and Teacher's Manual	A788984	1965
Educators Publishing Service	A Childs Spelling System: The Rules	A792458	1965
Educators Publishing Service	Structures and Techniques: Remedial Language Training	A79987	1969

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability (Form A, B, and C, and Teacher's Manual)	A 811863	1966
Educators Publishing Service	Junior English Review	A823303	1965
Educators Publishing Service	Mac	A847404	1966
Educators Publishing Service	Ted	A847409	1966
Educators Publishing Service	The Wig	A847410	1966
Educators Publishing Service	Teacher's guide Senior English Review Exercises	A866656	1966
Educators Publishing Service	Solving Language Difficulties	A875 259	1966
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability: Teacher's Manual	A896 250	1967
Educators Publishing Service	Preparing the Research Paper	A935 498	1967
Educators Publishing Service	Alphabetic Phonics: Structures and Procedures, Coding and Terminology, Formulas for Diving Words into Syllables, Formulas for Spelling Words	A935500	1967
Educators Publishing Service	Alphabetic Phonics Workbook1	A935502	1927
Educators Publishing Service	Alphabetic Phonics Alphabet Cards	A942771	1967
Educators Publishing Service	Wordly Wise Book 1 and 2	A950553	1967
Ann Staman	Handprints : an early reading program : book C	TX0005320058	11/7/2000
Barbara W. Maker and Sons, Inc., revisions: Educators Publishing Service, Inc., employer for hire	More primary phonics storybooks : bk 1-10	TX0004523410	1/2/1997
Barbara W. Maker and Sons, Inc., rev materials: Educators Publishing Service, Inc., employer for hire	Primary Phonics Set 4	TX0004756906	4/10/1998
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5	TX0006320456	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5 : teacher's guide and answer key	TX0006320457	1/6/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 6	TX0006320458	1/6/2006
Educators Publishing Service, Inc.	Phonics plus C : reteach and practice differentiated instruction guide	TX0006320459	1/6/2006
Education Publishing Service	SPIRE level 6 word cards	TX0006409208	6/30/2006
Educators Publishing Service	Phonics plus K	TX0006320455	1/6/2006
Ann Staman	Handprints teacher's guide for book A	TX0005144929	2/14/2000
Ann Staman	Handprints, book A	TX0005144930	2/14/2000
Ann Staman	Handprints storybook B	TX0005155890	2/14/2000
Ann Staman	Handprints : bk. B: an early reading program	TX0005169444	3/14/2000
Ann Staman	Handprints : storybooks C, set 1	TX0005266984	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book C	TX0005253117	12/26/2000
Ann Staman	Handprints : an early reading program : teacher's guide for storybooks B	TX0005266879	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book B	TX0005266880	4/20/2000
Ann Staman	Handprints : an early reading program, set 2	TX0005375592	4/13/2001
Ann Staman	Handprints: an early reading program, storybooks D, set 1	TX0005613024	9/9/2002
Ann Staman	Handprints : an early reading program, teacher's guide for storybooks C, set .	TX0005309367	11/7/2000
Ann Staman	Handprints : an early reading program :bk. D.	TX0005504579	4/9/2002
Ann Staman	Handprints : an early reading program : storybooks B, set 2	TX0006123207	3/4/2005
Ann Staman	Handprints: Storybooks A, Set 3	TX0006829408	9/28/2007
Ann Staman	Handprints: Storybooks B, Sets 3	TX0006829409	9/28/2007
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 2-3	A129104	1970

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A 1355387	1969
Educators Publishing Service	Solving Language Difficulties: Remedial Routines	A208863	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A288864	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 4	A288866	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling; Teacher's Manual	A384392	1972
Educators Publishing Service	Language Tool Kit	A384397	1972
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A390376	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 5-6	A392763	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1-2	A392765	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling	A400057	1972
Educators Publishing Service	Recipe for Reading	A401201	1972
Educators Publishing Service	Recipe for Reading	A509655	1973
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 8	A516405	1973
Educators Publishing Service	Language Tool Kit; Manual	A669319	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 9-10	A669321	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A763989	1975
Educators Publishing Service	Solving Language Difficulties, Remedial Routines	A875259	1994

FREY SCIENTIFIC

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000446751	4/4/1980
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000228899	4/16/1979
Frey Scientific Company	Leaves of North America.	TX0002020336	1/16/1987
Frey Scientific Company	Optical illusion.	TXu000476194	4/8/1991
Frey Scientific Company	Periodic table and atomic data.	TX0001410039	7/30/1984
Frey Scientific Company	Periodic table and atomic data : with illustrated text of nuclear terms.	TX0000685984	5/11/1981
Frey Scientific Company	Profile map showing oceanic features.	TX0003146858	4/18/1991
Frey Scientific Company, Inc.	Animal tissues : structure of skin, bone, muscle, and nerve.	TX0000770919	8/31/1981
Frey Scientific Company, Inc.	Bacteria and virus : structure of bacteria and virus.	TX0000770922	8/31/1981
Frey Scientific Company, Inc.	DNA—the basis of life : structure and nature of hereditary material.	TX0000770921	8/31/1981
Frey Scientific Company, Inc.	Ecology : carbon and nitrogen cycles.	TX0000770923	8/31/1981
Frey Scientific Company, Inc.	Evolution : four elements of modern synthetic theory.	TX0000770913	8/31/1981
Frey Scientific Company, Inc.	Frey biology charts : origin, composition, and evolution of living matter : [no.] 1.	TX0000770912	8/31/1981
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001555051	4/5/1985
		TX0001552319	4/5/1985
		TX0001555048	4/5/1985
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001289581	2/24/1984
		TX0001289583	2/24/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001089635 TX0001089718	3/25/1983 3/25/1983
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000947371 TX0000926359	3/18/1982 3/18/1982
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000651650 TX0000657272	3/16/81 3/3/81
Frey Scientific Company	Frey Scientific Company elementary science : catalog no. 384.	TX0001473941	3/22/1984
Frey Scientific Company, Inc.	Generalized cell : structure of a typical cell.	TX0000770914	8/31/1981
Frey Scientific Company, Inc.	Meiosis : sexual reproduction of cells.	TX0000770916	8/31/1981
Frey Scientific Company, Inc.	Mitosis : asexual reproduction of cells.	TX0000770915	8/31/1981
Frey Scientific Company, Inc.	Monohybrid cross : Mendel's classic pea plant cross.	TX0000770920	8/31/1981
Frey Scientific Company, Inc.	Photosynthesis : cyclic and noncyclic light reaction and carbon fixation.	TX0000770917	8/31/1981
Frey Scientific Company, Inc.	Plant tissues : structure of leaf, stem, and root.	TX0000770918	8/31/1981

HAMMOND & STEPHENS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Agriculture award : Agriculture award.	VA0000171217	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Art award : Art award.	VA0000171239	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Athletic award : Athletic award.	VA0000171232	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Attendance award : Attendance award.	VA0000171225	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Band award : Band award.	VA0000171233	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Business award : Business award.	VA0000171224	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Cheerleading award : Cheerleading award.	VA0000171226	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Choir award : Choir award.	VA0000171218	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Citizenship award : Citizenship award.	VA0000171240	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Computer award : Computer award.	VA0000171241	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Dance award : Dance award.	VA0000171242	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Debate award : Debate award.	VA0000171219	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Drama award : Drama award.	VA0000171237	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Driver education award : Driver education award.	VA0000171236	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Foreign language award : Foreign language award.	VA0000171235	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Gymnastics award : Gymnastics award.	VA0000171234	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Handwriting award : Handwriting award.	VA0000171238	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Health award : Health award.	VA0000171243	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Home economics award : Home economics award.	VA0000171244	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Honor award : Honor award.	VA0000171245	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor roll award : Honor roll award.	VA0000171220	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor Society award : Honor Society award.	VA0000171221	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Industrial arts award : Industrial arts award.	VA0000171246	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Journalism award : Journalism award.	VA0000171247	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Language arts award : Language arts award.	VA0000171248	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Mathematics award : Mathematics award.	VA0000171249	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Outstanding achievement award : Outstanding achievement award.	VA0000171222	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Physical education award : Physical education award.	VA0000171250	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Principal award : Principal award.	VA0000171223	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Reading award : Reading award.	VA0000171251	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Safety award : Safety award.	VA0000171227	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Science award : Science award.	VA0000171228	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Social studies award : Social studies award.	VA0000171229	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Spelling award : Spelling award.	VA0000171230	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Student Council award : Student Council award.	VA0000171231	11/5/1984
Hammond & Stephens Company	S.C.O.B.I. program for lesson planning : Lesson planning.	TX0001544708	3/15/1985

NEO/SCI

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Discover book log.	TX0005691112	2/26/2003
Premier Agendas, Inc.	2003 family in focus calendar.	TX0005691113	2/26/2003
Premier Agendas, Inc.	94/95.	TX0004485973	8/29/1996
Premier Agendas, Inc.	Academic 2001/2002 : student planner.	TX0005579875	6/21/2002
Premier Agendas, Inc.	Agenda 1994/1995.	TX0004485971	8/29/1996
Premier Agendas, Inc.	Agenda program manual for educators to help maximize school effectiveness.	TX0004962448	4/12/1999
Premier Agendas, Inc.	American High School student handbook 2001-2002.	TX0005579851	6/21/2002
Premier Agendas, Inc.	American middle school student handbook, 2001-2002.	TX0005575743	6/21/2002
Premier Agendas, Inc.	Building character.	TX0005578425	6/21/2002
Premier Agendas, Inc.	Building Good Character.	TX0007232365	9/24/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Catholic Resource Supplement- Elementary.	TX0007232569	10/7/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Middle and High School.	TX0007219036	9/24/2008
Premier Agendas, Inc.	Central High School school agenda '93-94.	TX0004346836	8/29/1996
Premier Agendas, Inc.	Conflict resolution.	TX0005706279	2/26/2003
Premier Agendas, Inc.	D. Russell Parks Junior High School : student handbook '90-'91 : sample : Premier middle school reminder '90-'91.	TX0004485975	8/29/1996
Premier Agendas, Inc.	Destination—character / material written by Ann C. Dotson & Karen D. Wisont.	TX0005579855	6/21/2002
Betty Ford Center, Premier Agendas, Inc.	Drug and Alcohol Prevention.	TX0007232377	9/24/2008
Premier Agendas, Inc.	Elementary Study Skills and Test Preparation.	TX0007232280	9/24/2008
Premier Agendas, Inc.	Enter the Premier circle of success and develop a community of learners : Premier school agenda.	TX0004485974	8/29/1996
Premier Agendas, Inc.	Eudora Senior High School : Premier School Agendas '92-93.	TX0004360229	8/29/1996
Premier Agendas, Inc.	Fiesta Lincoln-Mercury auto agenda '96.	TX0004482039	8/29/1996
Premier Agendas, Inc.	Financial Planning.	TX0007232283	9/24/2008
Premier Agendas, Inc.	Franklin collegiate events planner/agenda.	TX0005123385	1/11/2000
Premier Agendas, Inc.	Franklin compass agenda : 1998/99.	TX0004962461	4/12/1999
Premier Agendas, Inc.	George Washington Carver Magnet School : student handbook 93-94.	TX0004485972	8/29/1996
Premier Agendas, Inc.	Health and Wellness.	TX0007146365	9/30/2008
Premier Agendas, Inc.	If I plan to learn, I must learn to plan.	TX0004797072	6/12/1998
Premier Agendas, Inc.	Journeying in our faith.	TX0005837200	6/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Kaimuki High School student handbook 2001-2002.	TX0005811847	6/21/2003
Premier Agendas, Inc.	Lincoln Elementary School student handbook, 2002-2003.	TX0005575742	6/21/2002
Premier Agendas, Inc.	Loda Grade School student handbook, 2001-2002.	TX0005575747	6/21/2002
Premier Agendas, Inc.	Making Character Count.	TX0007144213	9/30/2008
Premier Agendas, Inc.	My journal.	TX0004791781	6/12/1998
Premier Agendas, Inc.	My journal.	TX0004346838	8/29/1996
Premier Agendas, Inc.	Online Safety.	TX0007146220	9/30/2008
Premier Agendas, Inc.	Personal planning & study resource guide.	TX0004341561	7/15/1996
Premier Agendas, Inc.	Plan for success 2002-2003 planner.	TX0005579866	6/21/2002
Premier Agendas, Inc., The College Board	Premier Agenda for CollegeEd—Freshman Edition 2008-2009.	TX0007215645	10/24/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd—Middle School Edition 2008-2009.	TX0007224294	11/3/2008
The College Board, Premier Agendas Inc.,	Premier Agenda for CollegeEd—Senior Edition 2008-2009.	TX0007201590	10/16/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd Sophomore Edition 2008-2009.	TX0007161603	10/16/2008
Premier Agendas, Inc.	Premier auto agenda.	TX0004482038	8/29/1996
Premier Agendas, Inc.	Premier Bilingual Spanish-English Agenda Middle Level Edition 2008-2009.	TX0007190057	9/12/2008
Premier Agendas, Inc.	Premier binder reminder, 1994-1995.	TX0004346839	8/29/1996
Premier Agendas, Inc.	Premier binder reminder '90-91.	TX0003745173	6/17/1994
Premier Agendas, Inc.	Premier binder reminder 91/92.	TX0003745067	4/26/1994
Premier Agendas, Inc.	Premier Character Development Agenda Elementary Edition 2008-2009.	TX0007233192	10/6/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Character Development Agenda—Primary Edition 2008-2009.	TX0007234888	10/7/2008
Premier Agendas, Inc.	Premier compass agenda, 2000-2001.	TX0005241010	7/5/2000
Premier Agendas, Inc.	Premier compass agenda : PCA : millennium : agenda 1999-2000.	TX0005126817	1/11/2000
Premier Agendas, Inc.	Premier Compass Planner 2008-2009.	TX0007161589	10/10/2008
Premier Agendas, Inc.	Premier discover agenda.	TX0005579838	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575744	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575746	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005914302	2/13/2004
Premier Agendas, Inc.	Premier Early Learning Agenda.	TX0007187707	9/30/2008
Premier Agendas, Inc.	Premier elementary agenda 1996-1997.	TX0004346837	8/29/1996
Premier Agendas, Inc.	Premier elementary agenda, 1998-1999.	TX0004960012	4/12/1999
Premier Agendas, Inc.	Premier elementary agenda, 2000-2001.	TX0005241011	7/5/2000
Premier Agendas, Inc.	Premier elementary agenda, 2001-2002.	TX0005420297	7/27/2001
Premier Agendas, Inc.	Premier Elementary Agenda : class act : 1997-1998.	TX0004791748	6/12/1998
Premier Agendas, Inc.	Premier elementary level agenda.	TX0005125329	1/11/2000
Premier Agendas, Inc.	Premier Faith and Life Agenda Elementary Edition 2008-2009.	TX0007252989	10/7/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda High School Edition, 2008-2009.	TX0007135172	10/10/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda Middle Level Edition 2008-2009.	TX0007207637	10/2/2008
Premier Agendas, Inc.	Premier Foundations Agenda—Elementary Edition 2008-2009.	TX0007189233	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda—High School Edition, 2008-2009.	TX0007224016	10/7/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Foundations Agenda Middle School 2008-2009.	TX0007189266	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda—Primary Edition 2008-2009.	TX0007219308	10/24/2008
Premier Agendas, Inc.	Premier Health and Wellness Agenda—Elementary Edition 2008-2009.	TX0007221680	11/28/2008
Premier Agendas, Inc.	Premier Kaplan Test Prep Agenda 2008-2009.	TX0007261150	11/24/2008
Premier Agendas, Inc.	Premier Legacy Educator Planner 2008-2009.	TX0007189189	9/30/2008
Premier Agendas, Inc.	Premier middle level agenda.	TX0005125327	1/11/2000
Premier Agendas, Inc.	Premier middle level agenda, 1998-1999.	TX0004960011	4/12/1999
Premier Agendas, Inc.	Premier middle level agenda, 2000-2001.	TX0005241013	7/5/2000
Premier Agendas, Inc.	Premier middle level agenda, 2001-2002.	TX0005420295	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2001-2002.	TX0005420296	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2002-2003.	TX0005900935	6/21/2002
Premier Agendas, Inc.	Premier middle school reminder '91-92.	TX0003745175	6/17/1994
Premier Agendas, Inc.	Premier Plan-It.	TX0005575745	6/21/2002
Premier Agendas, Inc.	Premier Plan-it 1996.	TX0004360227	8/29/1996
Premier Agendas, Inc.	Premier plan-it : agenda 2001-2002.	TX0005420316	7/27/2001
Premier Agendas, Inc.	Premier primary agenda, 2000-2001.	TX0005241014	7/5/2000
Premier Agendas, Inc.	Premier primary journal.	TX0005125328	1/11/2000
Premier Agendas, Inc.	Premier primary journal, 1998-1999.	TX0004960010	4/12/1999
Premier Agendas, Inc.	Premier primary journal, 2001-2002.	TX0005420294	7/27/2001
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004485977	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004486867	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier School Agenda, 1996/97.	TX0004360228	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1996/97.	TX0004485978	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1998-1999.	TX0004962462	4/12/1999
Premier Agendas, Inc.	Premier school agenda, 2000-2001.	TX0005240771	7/5/2000
Premier Agendas, Inc.	Premier school agenda 88/89.	TX0003745064	4/26/1994
Premier Agendas, Inc.	Premier school agenda 89/90.	TX0003745065	4/26/1994
Premier Agendas, Inc.	Premier school agenda 90/91.	TX0003745066	4/26/1994
Premier Agendas, Inc.	Premier school agenda 92/93.	TX0003745068	4/26/1994
Premier Agendas, Inc.	Premier school agenda 93/94.	TX0003745069	4/26/1994
Premier Agendas, Inc.	Premier school agendas.	TX0005123384	1/11/2000
Premier Agendas, Inc.	Premier School Agendas.	TX0004791749	6/12/1998
Premier Agendas, Inc.	Premier School Agendas.	TX0004797071	6/12/1998
Premier Agendas, Inc.	Premier School Agendas 1996-1997.	TX0004485976	8/29/1996
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Elementary Edition 2008-2009.	TX0007189331	9/30/2008
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Primary Edition 2008-2009.	TX0007189306	9/30/2008
Premier Agendas Inc.	Premier TimeTracker Agenda—Elementary Edition 2008-2009.	TX0007173009	10/31/2008
Premier Agendas Inc.	Premier TimeTracker Agenda High School Edition 2008-2009.	TX0007156686	10/8/2008
Premier Agendas Inc.	Premier TimeTracker Agenda- Middle Level Edition 2008-2009.	TX0007207395	10/9/2008
Premier Agendas Inc.	Premier TimeTracker Agenda Primary Edition 2008-2009.	TX0007189874	9/30/2008
Premier Agendas, Inc.	Premiere compass : agenda 2001-2002.	TX0005420318	7/27/2001
Premier Agendas, Inc.	Premiere discover agenda.	TX0005580041	6/21/2002
Premier Agendas, Inc.	Premiere school agenda 2001-2002.	TX0005420317	7/27/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	School agenda 85/86.	TX0003745061	4/26/1994
Premier Agendas, Inc.	School agenda 86/87.	TX0003745062	4/26/1994
Premier Agendas, Inc.	School Smart Agenda—Middle Level Edition 2008-2009.	TX0007149089	10/9/2008
Premier Agendas, Inc.	School Smart Agenda Primary Edition 2008 —2009.	TX0007189829	9/12/2008
Premier Agendas Inc.	Stand Up ... Against Bullying!	TX0007146378	9/30/2008
Premier Agendas Inc.	Stand Up! Speak Out!	TX0007144224	9/30/2008
Premier Agendas, Inc.	Student handbook and student planning calendar 1992-1993.	TX0003745174	6/17/1994
Premier Agendas, Inc.	Student handbook study guide and assignment calendar, 1987-88.	TX0003745063	4/26/1994
Premier Agendas Inc.	Study Skills and Test Preparation.	TX0007139359	10/31/2008
Premier Agendas, Inc.	Summit survival guide.	TX0005704343	2/26/2003
Premier Agendas, Inc.	Taft Junior High School student handbook assignment organizer.	TX0003745176	6/17/1994
Premier Agendas Inc.	Take Action...Against Bullying!	TX0007159107	10/10/2008
Premier Agendas, Inc.	Tate High School : student handbook 91-92.	TX0004482036	8/29/1996
Premier Agendas, Inc.	Utah Association of Secondary School Principals.	TX0004094588	9/27/1995
Premier Agendas, Inc.	What is character? / Anne C. Dotson and Karen D. Wisont, 1963-.	TX0005241012	7/5/2000
Premier Agendas, Inc.	Premier Smart Pack.	TX0005567371	2/26/2003
Premier School Agendas, Inc.	Compass for Campus : facilitator guide.	TX0005122076	1/11/2000
Premier School Agendas, Ltd.	Premier elementary reminder 1989-90.	TX0004334250	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '90-91.	TX0004334249	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '91-92.	TX0004334248	7/15/1996
Premier School Agendas, Ltd.	Saltar's point, Steilacoom, Premier School Agenda '92-93.	TX0004471116	7/15/1996

SAX ARTS & CRAFTS

Claimant

Sax Arts and Crafts

Title

Sax Arts and Crafts

Reg. Number

TX0000015409

Reg. Date

2/13/1978

SCHOOL SPECIALTY, INC.

Claimant

School Specialty, Inc.

Title

Making Connections Audio Recordings Book 1.

Reg. Number

SR0000675433

Reg. Date

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 2.

SR0000675442

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 3.

SR0000675443

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 4.

SR0000675444

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 5.

SR0000675445

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 6.

SR0000675441

5/23/2011

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262706

8/12/2010

Tests for Comprehension, Level Aqua.

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262688

8/12/2010

Tests for Comprehension, Level Crimson.

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262704

8/12/2010

Tests for Comprehension, Level Gold.

School Specialty, Inc., Transfer: By written agreement

Megawords 1, 2nd edition.

TX0007246501

8/16/2010

School Specialty, Inc., Transfer: By written agreement

Megawords 2, 2nd edition.

TX0007246491

8/16/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc., Transfer: By written agreement	Megawords 3, 2nd edition.	TX0007293223	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 4, 2nd edition.	TX0007246289	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 5, 2nd edition.	TX0007246486	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 6, 2nd edition.	TX0007246051	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 7, 2nd edition.	TX0007293320	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 8, 2nd edition.	TX0007293235	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords Test Manual, 2nd edition.	TX0007293326	8/16/2010
School Specialty, Inc.	North Dakota: its place in region & 2 other titles.	V3418D016	6/23/1998
School Specialty, Inc.	North Dakota: its place in the region & 1 other title.	V3406D464	10/31/1997
School Specialty Supply, Inc.	Ad Astra : Kansas capitol dome sculpture 1992.	VA0000486477	11/4/1991
School Specialty Supply, Inc.	AD Astra; poster.	V3078P214	2/13/1995
ClassroomDirect.com, LLC	ClassroomDirect.com Web Site	TX0006125383	4/14/2005
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 5	TX0007545764	4/23/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 8	TX0007545773	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 4	TX0007545781	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 5	TX0007545782	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 6	TX0007545750	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 8	TX0007545779	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Reader Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 7		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Initial Placement Assessment		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 2	TX0007561190	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 3	TX0007561196	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 7	TX0007561202	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 2	TX0007561188	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 3	TX0007561189	6/13/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 4	TX0007561187	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 7	TX0007561206	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 7		Pending
School Specialty, Inc.	Content-Area Vocabulary Builder	TX0007561276	5/23/2011

SPEECH BIN

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	1/23/1997
Speech Bin, Inc.	Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	8/9/1999
Speech Bin, Inc.	Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	1/23/1997
Speech Bin, Inc.	RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	1/23/1997
Speech Bin, Inc.	Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	1/23/1997
the Speech Bin	Sounds plus s + r : Sounds plus sibilants.	TX0001895398	8/6/1986
the Speech Bin	Speech beans.	TX0001879656	8/7/1986
Speech Bin, Inc.	Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	5/22/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	4/7/1998
Speech Bin, Inc.	TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997
Speech Bin, Inc.	Warmups & workouts : exercises for learning "r" / Jane Folk ; Sara Folk, illustrator.	TX0004292198	5/22/1996
the Speech Bin	Who gets on jets?	TX0001884107	8/7/1986
Speech Bin, Inc.	Workbook for memory skills / Beth M. Kennedy.	TX0004450527	1/23/1997
Speech Bin, Inc.	Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	5/22/1996
Speech Bin, Inc.	Artic-pic : a show 'n' tell book about [r] ; Artic-pic : a show 'n' tell book about [s] / Denise Grigas.	TX0005027145	8/9/1999
Speech Bin, Inc.	Blonigen fluency program / Julie A. Blonigen.	TX0005375899	1/4/2001
Speech Bin, Inc.	Breakfast club : enhancing the communication ability of Alzheimer's patients.	PA0000865729	7/10/1997
Speech Bin, Inc.	Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	7/10/1997
Speech Bin, Inc.	COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	7/10/1997
Speech Bin, Inc.	Effective conversations—techniques for talking together / Darlene Lengel.	TX0004294307	5/20/1996
Speech Bin, Inc.	Effective listening / Darlene Lengel.	TX0005027144	8/9/1999
Speech Bin, Inc.	I can say R.	TX0005539440	5/21/2002
Speech Bin, Inc.	I can say S.	TX0005539439	5/21/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	1/4/2001
Speech Bin, Inc.	MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	5/20/1996
Speech Bin, Inc.	Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	1/4/2001
the Speech Bin, Inc.	Sound advice.	TX0002233302	9/14/1987
Speech-Bin, Inc.	Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	1/4/2001
Speech-Bin, Inc.	Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	5/21/1996
Speech Bin, Inc.	Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	8/9/1999
Speech Bin, Inc.	Take a chance / Gary J. Cooper.	TX0003740044	2/1/1994
Speech Bin, Inc.	What is auditory processing? / Susan Bell.	TX0003721616	2/1/1994
Speech Bin, Inc.	What is dementia? / Mary Jo Santo Pietro.	TX0005027090	8/9/1999

SPORTIME

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag bears.	VAu000425885	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag bunnies.	VA0000884346	10/21/1997
Select Service & Supply d.b.a Sportime International	Bean bag frogs.	VA0000875777	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag gorillas.	VA0000875779	10/6/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag hippo.	VA0000875780	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag pig.	VA0000875778	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag triceratops.	VAu000425884	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag turtles.	VA0000908300	10/24/1997
Select Service & Supply d.b.a Sportime International	Bean bag tyrannosaurus.	VAu000425886	3/5/1998
Sportime, LLC	Hands-On basketball.	VA0000932992	6/12/1998

SCHEDULE 3

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Intellectual Property Licenses

Agreement, dated September 21, 1995, between The Regents of the University of California and School Specialty, Inc. (as successor to Delta Education, LLC, as successor to Delta Education, Inc., as successor to Encyclopedia Britannica Educational Corporation); as amended April 17, 1996, December 3, 1999, February 7, 2000, July 31, 2001, May 14, 2003, March 6, 2007 and January 1, 2008.

SCHEDULE 4**to****GUARANTY AND SECURITY AGREEMENT (WELLS)****Patents**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
BIN AND BAY SHELVING AND STORAGE UNIT	United States			D437,706	02/20/01	Granted	Childcraft Education Corp
DUAL SURface BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted	School Specialty, Inc.
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	Granted	Childcraft Education Corp
COAT RACK AND STORAGE UNIT	United States			D436,263	01/16/01	Granted	Childcraft Education Corp
ROLLING BIN	United States			D423,171	04/18/00	Granted	Childcraft Education Corp
ART TABLE	United States			D423,254	04/25/00	Granted	Childcraft Education Corp
ROOM DIVIDER	United States			D423,825	05/02/00	Granted	Childcraft Education Corp
HANDLES IN A PAIR OF SWINGING DOORS	United States			D429,097	08/08/00	Granted	Childcraft Education Corp
TOY REFRIGERATOR HAVING AN ACTIVITY SURface	United States	09/479,004	01/07/00	6171173	01/09/01	Granted	Childcraft Education Corp
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06			Published	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Granted	Childcraft Education Corp
CHAIR	United States			D470,320	02/18/03	Granted	Childcraft Education Corp

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
CHAIR	United States			D471,730	03/18/03	Granted	Childcraft Education Corp
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted	School Specialty, Inc.
METHOD OF TEACHING READING	Canada		12/01/00	2327241	06/10/08	Granted	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Granted	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Granted	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Granted	Childcraft Education Corp

SCHEDULE 5

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Pledged Companies

<u>Name of Grantor</u>	<u>Name of Pledged Company</u>	<u>Number of Shares/Units Owned</u>	<u>Class of Interests</u>	<u>Percentage of Class Owned</u>	<u>Percentage of Class Pledged</u>	<u>Certificate Nos.</u>
School Specialty, Inc.	Classroom Direct.com, LLC	1	N/A	100%	100%	1
School Specialty, Inc.	Childcraft Education Corp.	1,000	Common	100%	100%	2
Childcraft Education Corp.	Bird-in-Hand Woodworks, Inc.	5	common	100%	100%	2
School Specialty, Inc.	Frey Scientific, Inc.	100	Common	100%	100%	1
School Specialty, Inc.	Sportime, LLC	100%	N/A	100%	100%	005
School Specialty, Inc.	Sax Arts & Crafts, Inc.	100	Common	100%	100%	1
School Specialty, Inc.	Premier Agendas, Inc.	11,200	Common	100%	100%	52
School Specialty, Inc.	Select Agendas, Corp.	1000	Common	100%	65%	1
School Specialty, Inc.	Califone Internationl, Inc.	100	Common	100%	100%	1
School Specialty, Inc.	Delta Education, LLC	100	N/A	100%	100%	1
School Specialty, Inc.	Premier School Agendas, Ltd.	100	Unlimited common shares	100%	65%	003
School Specialty, Inc.	Carson-Dellosa Publishing, LLC	3500	Units	35%	100%	5

SCHEDULE 6

to

GUARANTY AND SECURITY AGREEMENT (WELLS)**Trademarks****United States Trademarks**

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
1ST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC	School Specialty, Inc.	Pending		85/739,308		26-Sep-2012
ABC	School Specialty, Inc.	Pending		85/744,810		03-Oct-2012
ABC	School Specialty, Inc.	Pending		85/752,878		12-Oct-2012
ABC	School Specialty, Inc.	Pending		85/758,695		19-Oct-2012
ABC	School Specialty, Inc.	Pending		85/764,916		26-Oct-2012
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
ABILITATIONS	Sportime, LLC	Registered	1741976	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		Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
AUTOSKILL	School Specialty, Inc.	Pending		85/440,105		05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
BASE TEN FRIES	Delta Education, LLC	Registered	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146		25-Jul-1995	
BECKLEY CARDY & Design	School Specialty, Inc.	Registered	3444300	77/262,873	10-Jun-2008	23-Aug-2007
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CATT	School Specialty, Inc.	Pending		85/600,067		17-Apr-2012
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267		06-Mar-2001	
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089		16-Dec-2003	
CLASSROOM SELECT	School Specialty, Inc.	Registered	3162946	75/811,427	24-Oct-2006	28-Sep-1999
CLASSROOM SELECT & Design	School Specialty, Inc.	Registered	3350057	78/846,980	04-Dec-2007	27-Mar-2006

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT—AREA VOCABULARY BUILDER	School Specialty, Inc.	Published		85/053,659		03-Jun-2010
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		18-Jul-2000	
DECIMAL DOG	Delta Education, LLC	Registered	2837853		04-May-2004	
DELTA CIRCUITWORKS	Delta Education, LLC	Registered	2923833		01-Feb-2005	
DELTA EDUCATION	Delta Education, LLC	Registered	2812356		10-Feb-2004	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672		08-Aug-2000	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043		18-Apr-2000	
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		20-Jul-1993	
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		25-May-2004	
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	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617		05-Jun-2001	
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616		05-Jun-2001	
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810		19-Jun-2001	

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886		20-Nov-2001	
DIAL-A-TIME	Delta Education, LLC	Registered	2456424		29-May-2001	
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	
DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995		19-Oct-1999	
EPS	School Specialty, Inc.	Registered	2292730		16-Nov-1999	
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714		28-Sep-1999	
EPS -CL16	School Specialty, Inc.	Registered	2279489		21-Sep-1999	
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181		07-Sep-1999	
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
FREY CHOICE	School Specialty, Inc.	Registered	3842515	77/704,182	31-Aug-2010	01-Apr-2009

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
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
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004
GO WORKBOOK	Premier Agendas, Inc.	Registered	3117882	78/277,792	18-Jul-2006	23-Jul-2003
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
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
HEXAGONOES	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
HUSH BUDDY	Califone International, Inc.	Published		85/389,616		04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Pending		85/627,761		17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Pending		85/627,763		17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
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
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996

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MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483		21-Sep-1999	
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
MATH TUNE-UPS	Delta Education, LLC	Registered	2605461		06-Aug-2002	
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
ODYSSEY	Califone International, Inc.	Pending		85/354,383		23-Jun-2011
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
PATH DRIVER	School Specialty, Inc.	Pending		85/654,564		18-Jun-2012
PATH DRIVER FOR MATH	School Specialty, Inc.	Pending		85/566,908		12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,326		19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Pending		85/566,906		12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,328		19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010

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PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691		07-Mar-2000	
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
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, Inc.	Pending		85/736,959		09-24-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	06-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	06-Dec-2011	13-Oct-2010
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992
S.P.I.R.E. (SPIRE)	School Specialty, Inc.	Registered	2048906		01-Apr-1997	
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
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	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 LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010

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SCHOOL SPECIALTY ONLINE (Design)	School Specialty, Inc.	Registered	3437742	78/628,899	27-May-2008	12-May-2005
SCHOOL SPECIALTY THE POWER OF TEACHING. THE WONDERS OF LEARNING, & Design	School Specialty, Inc.	Registered	3007875	78/331,687	18-Oct-2005	21-Nov-2003
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		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SITTON SPELING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913		09-Jun-1998	
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
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	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
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, Inc.	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
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862		03-Jul-2001	
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	Sax Arts & Crafts, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009

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UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
ULTRA PLUS	School Specialty, Inc.	Registered	2730228	76/302,139	24-Jun-2003	20-Aug-2001
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012
VERSA TEMP	Sax Arts & Crafts, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC (MISCELLANEOUS DESIGN ONLY)	School Specialty, Inc.	Registered	3024505	78/331,716	06-Dec-2005	21-Nov-2003
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 Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178		14-Sep-1999	
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	Sax Arts & Crafts, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982
YOU FOCUS ON ACHIEVEMENT, WE FOCUS ON YOU	School Specialty, Inc.	Registered	3687338	77/598,309	22-Sep-2009	22-Oct-2008

Trademarks other than in the United States

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	Canada Childcraft Education Corp	Registered	TMA737538	1310677	03-Apr-2009	26-Jul-2006
ABILITATIONS	Canada Sportime, LLC	Registered	TMA747940	1331474	17-Sep-2009	16-Jan-2007
ACADEMY OF MATH	Canada School Specialty, Inc.	Registered	TMA614425	1123254	08-Jul-2004	26-Nov-2001
ACADEMY OF READING	Canada School Specialty, Inc.	Registered	TMA553660	1049743	13-Nov-2001	08-Mar-2000
AGENDA MATE	Canada Premier Agendas, Inc.	Registered	TMA405655	689907	27-Nov-1992	19-Sep-1991
AGENDAS DESIGN	Canada Premier Agendas, Inc.	Registered	TMA651657	1173815	27-Oct-2005	27-Oct-2005
AUTOSKILL	Canada School Specialty, Inc.	Pending		1568321		12-Mar-2012
AUTOSKILL	Canada School Specialty, Inc.	Registered	TMA393997	673829	07-Feb-1992	16-Jan-1991
AUTOSKILL & Design	Canada School Specialty, Inc.	Registered	TMA415136	673830	06-Aug-1993	16-Jan-1991
BASIC BASICS	Canada Premier Agendas, Inc.	Registered	TMA500824	843311	17-Sep-1998	17-Sep-1998
BIRD IN HAND WOODWORKS & Design	Canada Childcraft Education Corp.	Pending	TMA837,636	1513321	04-Dec-2012	31-Jan-2011
BIRD-IN-HAND	Canada Childcraft Education Corp	Pending		1513319		31-Jan-2011
CALIFONE	Canada Califone International, Inc.	Registered	TMA153506	297477	06-Oct-1967	02-Jun-1966
CANADIAN TO THE CORE	Canada Premier Agendas, Inc.	Registered	TMA607353	1166086	08-Apr-2004	08-Apr-2004
CATCHBALL	Germany Select Service & Supply Co, In	Registered	2069111		27-Jun-1994	31-Oct-1993

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CHILDCRAFT	Canada Childcraft Education Corp	Registered	TMA656137	1242177	06-Jan-2006	29-Dec-2004
CLASSROOM DIRECT & design	Canada Classroom Direct.com LLC	Registered	TMA790151	1434680	09-Feb-2011	15-Apr-2009
CLASSROOM SELECT & Design	Canada School Specialty, Inc.	Pending	TMA835328	1500927	30-Oct-2012	25-Oct-2010
CLASSROOM SELECT Horizontal Logo	Canada School Specialty, Inc.	Pending	TMA835312	1500934	30-Oct-2012	25-Oct-2010
COMPASS FOR CAMPUS	Canada Premier Agendas, Inc.	Registered	TMA579787	1070625	23-Apr-2003	23-Apr-2003
CVB CONTENT—AREA VOCABULARY BUILDER	Canada School Specialty, Inc.	Registered	TMA829324	1485406	07-Aug-2012	16-Jun-2010
DELTA EDUCATION & Design	Canada Delta Education, LLC	Registered	TMA733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	Canada Delta Education, LLC	Registered	TMA746955	1319222	03-Sep-2009	06-Oct-2006
DISCOVER AGENDA	Canada Premier Agendas, Inc.	Registered	TMA585899	1119643	23-Jul-2003	23-Jul-2003
EARLY CHILDHOOD DIRECT	Canada Bird-In-Hand Woodworks, Inc	Registered	TMA599487	1050895	15-Jan-2004	15-Mar-2000
EDUCATION ESSENTIALS	Canada School Specialty, Inc.	Registered	TMA654482	1230486	06-Dec-2005	16-Sep-2004
EPS	Canada School Specialty, Inc.	Registered	TMA557,206		31-Jan-2002	31-Jan-2002
EPS	Canada School Specialty, Inc.	Registered	TMA551,753		28-Sep-2001	
EPS	Canada School Specialty, Inc.	Registered	TMA550,546		10-Sep-2001	10-Sep-2001
EPS	Canada School Specialty, Inc.	Registered	TMA790904	1446509	16-Feb-2011	29-Jul-2009
EPS	Canada School Specialty, Inc.	Registered	TMA558,743		04-Mar-2002	04-Mar-2002

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FREY CHOICE	Canada School Specialty, Inc.	Registered	TMA796468	1451837	02-May-2011	15-Sep-2009
FREY SECURE	Canada School Specialty, Inc.	Registered	TMA796480	1451833	02-May-2011	15-Sep-2009
FREY SELECT	Canada School Specialty, Inc.	Registered	TMA796481	1451834	02-May-2011	15-Sep-2009
GO WORKBOOK	Canada Premier Agendas, Inc.	Registered	TMA647913	1209178	13-Sep-2005	10-Mar-2004
HABITS OF SUCCESS	Canada Premier Agendas, Inc.	Registered	TMA563006	1070623	04-Jun-2002	04-Jun-2002
HELPING EDUCATORS ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	Canada School Specialty, Inc.	Registered	TMA758568	1403756	02-Feb-2010	17-Jul-2008
IF I PLAN TO LEARN I MUST LEARN TO PLAN	Canada Premier Agendas, Inc.	Registered	TMA434047	731407	30-Sep-1994	30-Sep-1994
INCOMMAND PRO	Canada Premier Agendas, Inc.	Pending		1,600,152		29-Oct-2012
INQUIRY INVESTIGATIONS & Design	Canada Delta Education, LLC	Registered	TMA826611	1508615	19-Jun-2012	20-Dec-2010
INTEGRATIONS	Canada Sportime, LLC	Registered	TMA636598	1167511	01-Apr-2005	14-Feb-2003
INTEGRATIONS	Germany Sportime, LLC	Registered	30454687	30454687.9	17-Mar-2005	24-Sep-2004
INTEGRATIONS	United Kingdom Sportime, LLC	Registered	2369512	2369512	08-Apr-2005	30-Jul-2004
LEARNING OUTLET	Canada School Specialty, Inc.	Pending		1550251		01-Nov-2011
MAKING CONNECTIONS	Canada School Specialty, Inc.	Registered	TMA748126	1388573	18-Sep-2009	25-Mar-2008
MISCELLANEOUS DESIGN	Canada School Specialty, Inc.	Registered	TMA724639	1218515	26-Sep-2008	28-May-2004
NATURE'S IMPRESSIONS	Canada School Specialty, Inc.	Registered	TMA785621	1422392	21-Dec-2010	18-Dec-2008

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ONTRAC	Canada Premier Agendas, Inc.	Published		1429126		26-Feb-2009
OTMP	Canada Premier Agendas, Inc.	Pending		1,602,421		14-Nov-2012
PATH DRIVER	Canada School Specialty, Inc.	Pending		1,586,716		18-Jul-2012
PATH DRIVER FOR MATH	Canada School Specialty, Inc.	Pending		1,586,714		18-Jul-2012
PATH DRIVER FOR READING	Canada School Specialty, Inc.	Pending		1,586,715		18-Jul-2012
PORTFOLIO	Canada School Specialty, Inc.	Registered	TMA823596	1483658	08-May-2012	03-Jun-2010
PREMIER COMPASS AGENDA	Canada Premier Agendas, Inc.	Registered	TMA579786	1070604	23-Apr-2003	23-Apr-2003
PREMIER GO PROGRAM	Canada Premier Agendas, Inc.	Registered	TMA668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	Canada Premier Agendas, Inc.	Registered	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP	Canada Premier Agendas, Inc.	Pending		1,602,437		28-Nov-2012
PREMIER OTMP CURRICULUM	Canada Premier Agendas, Inc.	Pending		1,602,425		14-Nov-2012
PREMIER OTMP PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,423		14-Nov-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,435		14-Nov-2012
PREMIERCAMPUS	Canada Premier Agendas, Inc.	Registered	TMA799733	1433020	10-Jun-2011	31-Mar-2009
PRIMA VUE	Canada Premier Agendas, Inc.	Registered	TMA569651	1089539	25-Oct-2002	25-Oct-2002
PROJECTS BY DESIGN	Canada School Specialty, Inc.	Registered	TMA805134	1448868	24-Aug-2011	20-Aug-2009

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RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Canada Premier Agendas, Inc.	Pending		1,600,748		09-Nov-2012
READ AND DISCOVER	Canada Premier Agendas, Inc.	Registered	TMA627127	1200255	01-Dec-2004	01-Dec-2004
SCHOOL SMART	Canada School Specialty, Inc.	Registered	TMA734412	1269559	13-Feb-2009	23-Aug-2005
SCHOOL SMART & Design	Canada School Specialty, Inc.	Registered	TMA739508	1269561	06-May-2009	23-Aug-2005
SCHOOL SPECIALTY	Canada School Specialty, Inc.	Registered	TMA715934	1331578	04-Jun-2008	17-Jan-2007
SCHOOL SPECIALTY LITERACY AND INTERVENTION	Canada School Specialty, Inc.	Registered	TMA823587	1491322	08-May-2012	05-Aug-2010
SCHOOL SPECIALTY ONLINE & Design	Canada School Specialty, Inc.	Registered	TMA765953	1279025	06-May-2010	09-Nov-2005
SCHOOL SPECIALTY WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805811	1466160	31-Aug-2011	18-Jan-2010
SHOW AND SHARE	Canada Premier Agendas, Inc.	Registered	TMA625684	1200256	17-Nov-2004	17-Nov-2004
SMART PACK	Canada Premier Agendas, Inc.	Registered	TMA627128	1200254	01-Dec-2004	01-Dec-2004
SOLUTION SCOLAIRE	Canada School Specialty, Inc.	Registered	TMA816276	1473175	26-Jan-2012	15-Mar-2010
SOLUTION SCOLAIRE & Design	Canada School Specialty, Inc.	Registered	TMA808345	1482471	05-Oct-2011	25-May-2010
SPORDAS	Finland Select Service & Supply Co, In	Registered	127477		05-Aug-1993	
SPORDAS	France Sportime, LLC	Registered	92/442,446		12-Jun-1992	
SPORDAS	Germany School Specialty, Inc.	Registered	2075525		13-Jun-1992	
SPORDAS	Greece Sportime, LLC	Registered	111602		26-Nov-1992	

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SPORDAS	Ireland Sportime, LLC	Registered	149159	149159	16-Jun-1992	16-Jun-1992
SPORDAS	Norway Select Service & Supply Co, In	Registered	160551		09-Dec-1993	23-Oct-1992
SPORDAS	Portugal Sportime, LLC	Registered	284948	284948	24-Mar-1994	30-Jul-1992
SPORDAS	Sweden Select Service & Supply Co, In	Registered	249418		28-May-1993	
SPORDAS	Switzerland Sportime, LLC	Registered	518250	02804/2003	23-May-2003	23-May-2003
SPORDAS	United Kingdom Select Service & Supply Co, In	Registered		1503060	11-Jun-1992	11-Jun-1992
SPORDAS & Design	Benelux Sportime, LLC	Registered	519716	782031	17-Jun-1992	17-Jun-1982
SPORDAS (word mark)	Denmark Sportime, LLC	Registered	vr109531992		27-Nov-1992	
SPORDAS (word stylized)	Italy Sportime, LLC	Registered	992210		17-Jul-1992	17-Jul-1992
SPORTIME	Australia Sportime, LLC	Registered	A605437		25-Jun-1993	25-Jun-1993
SPORTIME	Brazil Sportime, LLC	Registered	817409459		01-Mar-1995	
SPORTIME	Canada Sportime, LLC	Registered	TMA365972		23-Feb-1990	
SPORTIME	Canada Sportime, LLC	Registered	TMA565,487	1044355	02-Aug-2002	16-Apr-1998
SPORTIME	Israel Sportime, LLC	Pending	89910			18-Nov-1993
SPORTIME	Japan Sportime, LLC	Registered	3141032	5072198	30-Apr-1996	
SPORTIME	Korea, Republic of Sportime, LLC	Registered	7726	156466	03-Jul-2003	

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SPORTIME	Mexico Sportime, LLC	Registered	493739	493739	10-Aug-1992	
SPORTIME	New Zealand Sportime, LLC	Registered	236174		20-Apr-1994	20-Apr-1994
SPORTIME	Panama Sportime, LLC	Registered	66973	66973	16-Mar-1995	16-Mar-1995
SPORTIME	Panama Sportime, LLC	Registered	66974	66974	16-Mar-1995	16-Mar-1995
SPORTIME	Singapore Sportime, LLC	Registered	T03/12522D	T03/12522D	15-Aug-2003	15-Aug-2003
SPORTIME	South Africa Sportime, LLC	Registered		93/10983	19-Nov-1993	
SPORTIME & Design	Singapore Sportime, LLC	Registered		T03/12525I	15-Aug-2003	15-Aug-2003
SPORTIME AND DESIGN	Singapore Sportime, LLC	Registered	T03/12524J	T03/12524J	15-Aug-2003	15-Aug-2003
SUR LA VOIE	Canada Premier Agendas, Inc.	Registered	TMA776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	Canada Premier Agendas, Inc.	Registered	TMA823595	1498607	08-May-2012	05-Oct-2010
TIMETRACKER	Canada Premier Agendas, Inc.	Registered	TMA768,035	1167989	28-May-2010	17-Feb-2003
UGO365	Canada Premier Agendas, Inc.	Registered	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365	Canada Premier Agendas, Inc.	Pending		1495318		09-Sep-2010
VB-TRAINER	Canada Sportime, LLC	Pending		1609766		14-Jan-2013
WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805814	1466159	31-Aug-2011	18-Jan-2010
WHERE THE CHILD COMES FIRST	Canada Childcraft Education Corp.	Pending		1568312		12-Mar-2012

**Trademark Registrations and Applications
the Company has already decided to abandon**

<u>Mark</u>	<u>Country / Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
BABY BRIGHTS BOOKS	United States School Specialty, Inc.	Registered	1918816		12-Sep-1995	
SIDEWALK SCIENCE	United States Childcraft Education Corp.	Registered	3140209		05-Sep-2006	
SPORTIME FITNESS & SPORT and Design	United States Sportime, LLC	Registered	3126350		08-Aug-2006	
CLASSROOM DESIGNER	United States School Specialty, Inc.	Registered	3103791		13-Jun-2006	
EDUCATOR PRICE	United States School Specialty, Inc.	Pending		85/158,273		21-Oct-2010
JUNEBOX	United States School Specialty, Inc.	Registered	2589390		02-Jul-2002	
JUNEBOX.COM	United States School Specialty, Inc.	Registered	2589382		02-Jul-2002	
PREMIER SCIENCE	United States School Specialty, Inc.	Registered	2543407		26-Feb-2002	
SUBSTANCE FREE KIDS	United States School Specialty, Inc.	Registered	3255321		26-Jun-2007	
DIAL-A-SHAPE	United States Delta Education, LLC	Registered	2599179		23-Jul-2002	
DIAL-A-VARIABLE	United States Delta Education, LLC	Registered	2599178		23-Jul-2002	
CALIFONE	Argentina Califone International, Inc.	Registered	2038863		22-Aug-2005	
HUFF AND PUFF	United Kingdom School Specialty, Inc.	Registered	2049200		20-Sep-1996	

SCHEDULE 6

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Infringements

Infringement Claims

Innovatio IP Ventures, LLC – claims to own some 20 patents in the field of wireless networking technology. Innovatio has notified School Specialty that Innovatio believes School Specialty requires a license under Innovatio’s patents in order to permit users and visitors at any School Specialty location to use wireless technology to exchange information, including access to the Internet. To date, the company is still gathering information to respond substantively, and has discussed the matter with Innovatio’s counsel to a limited extent.

Landmark Technology, LLC – claims to own U.S. Patent Nos. 5,576,951, 6,289,319 and 7,010,508 relating to transaction processes and features used in many electronic commerce systems including structures which exchange business data among trading partners. Landmark has notified School Specialty that Landmark believes School Specialty requires a license under these patents. To date, the company is still gathering information to respond substantively, and has discussed the matter with Landmark’s counsel to a limited extent.

Neither of the above described claims is covered by insurance.

Regarding the Innovatio IP Ventures, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$250,000. We believe that we have a significant chance of prevailing in the event that this is litigated.

Regarding the Landmark Technology, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$200,000. We believe that we have a significant chance of prevailing in the event that this is litigated.

JFJ Toys d/b/a D&L Company and D&L’s owner, Fred Ramirez – claims to own trademark registrations for STOMP and STOMP ROCKET for use with toy air rockets. D&L has claimed that School Specialty’s (Sportime’s) sale of the STOMP-N-LAUNCH BALL LAUNCHER is a trademark infringement. Sportime has removed the product from its web sites and catalogs, and has changed the name of its product to STEP-N-LAUNCH BALL LAUNCHER, but there is still some older product in the pipelines. The company expects the matter to be resolved soon without payment of money to D&L.

S&S Worldwide, Inc. – claims to own a trademark registration for GATOR SKIN for use in connection with certain children’s play ball products. S&S has claimed that School Specialty’s use, in connection with its TechnoSkin ball products, of “Compare our quality and our prices

with Gatorskin and all other ‘cheap’ balls. We know ours is the best value and higher quality.” is pejorative and deceptively false. The referenced phrase appears in School Specialty’s catalogs only, and not on its web site. School Specialty plans to remove the referenced phrase from future catalogs. The company expects the matter to be resolved soon without payment of money to S&S.

The Hubbard Company – claims to own a trademark registration for WARD and design, for use in connection with lesson plans, class records and assignment and attendance notebooks, and is a former supplier of these products to School Specialty. Hubbard claims that some of School Specialty’s web sites, including Hammond & Stephens, Learning Outlet, Classroom Direct and School Specialty Canada, are using images and item numbers of Hubbard products, but shipping products from other companies, and claims that such activities are acts of trademark infringement and unfair competition. School Specialty has changed the images of the products shown in its Education Essentials catalog and on its web site, and has changed the item numbers used, and has informed Hubbard of these changes. The company expects the matter to be resolved soon without payment of money to Hubbard.

Barry Traub – is a former employee of the Sportime unit. Mr. Traub has claimed that, after Mr. Traub’s separation from Sportime, Sportime adopted some of his product ideas, and has not complied with its termination agreement with him regarding payment for those ideas. The matter is not yet at the litigation stage, and the company believes the matter will be resolved with a payment, if any, of less than \$30,000.

SCHEDULE 6(k)

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Security Interest Approval

Consent from the Regents of the University of California Lawrence Hall of Science for the assignment by Delta Education, LLC of rights to the Lenders under an Agreement related to the FOSS product line with Encyclopedia Britannica Educational Corporation on September 21, 1995; and said Agreement as amended April 17, 1996, was assigned to Delta Education, Inc. on May 2, 1997; to Delta Education, LLC on July 1, 2001, and to School Specialty, Inc. on August 19, 2005; and said Agreement was subsequently amended December 3, 1999, February 7, 2000, July 31, 2001, May 14, 2003, March 6, 2007 and January 1, 2008.

Consent from the CJE Members as defined under the Operating Agreement of Carson-Dellosa Publishing, LLC, a Delaware Manager-Managed Limited Liability Company (the "Agreement") entered into by and among Carson-Dellosa Publishing, LLC (the Company"), School Specialty, Inc., a Wisconsin corporation ("SSI"), Cookie Jar Education, Inc. ("CJE"), Carson-Dellosa Publishing Company, Inc. ("CD Inc."), HighReach Learning, Inc. ("HRL"), and Unique Collating Services, Inc. ("UCS") to the Parent regarding Encumbering, and the pledging of, its Units in the Company in favor of WFCF and Bayside Financial, LLC.

SCHEDULE 6(m)

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Pledged Notes

None

SCHEDULE 7**to****GUARANTY AND SECURITY AGREEMENT (WELLS)****Name; Chief Executive Office; Tax Identification Numbers And Organizational Numbers**

<u>Name</u>	<u>Chief Executive Office</u>	<u>Tax Identification Number</u>	<u>Organizational Number</u>
School Specialty, Inc.	W6316 Design Drive Greenville, WI 54942	39-0971239	N027818
ClassroomDirect.com, LLC	W6316 Design Drive Greenville, WI 54942	47-0892425	2879962
Childcraft Education Corp.	W6316 Design Drive Greenville, WI 54942	13-5619818	85254
Bird-in-Hand Woodworks, Inc.	W6316 Design Drive Greenville, WI 54942	22-2618811	0100-2497-08
Frey Scientific, Inc.	W6316 Design Drive Greenville, WI 54942	39-1953771	3004224
Sportime, LLC	W6316 Design Drive Greenville, WI 54942	22-3476939	2683311
Sax Arts & Crafts, Inc.	W6316 Design Drive Greenville, WI 54942	39-1956436	3009026
Califone International, Inc.,	W6316 Design Drive Greenville, WI 54942	56-2003579	2702570
Delta Education, LLC	W6316 Design Drive Greenville, WI 54942	52-2328764	3398957
Premier Agendas, Inc	W6316 Design Drive Greenville, WI 54942	33-0481380	601457758
Select Agendas, Corp.	6800 Chemin de la Cote-de-Liesse, St-Laurent, Quebec H4T 2A7	N/A	126517564
Premier School Agendas, Ltd.	20230 64 th Avenue Unit 200 Langley, BC V2Y IN3	N/A	HFX9927

SCHEDULE 8

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Owned Real Property

Salina, Kansas Distribution Center

Address: 3525 S. Ninth Street
Salina, KS 67401

More particularly described as follows:

A tract of land situated in the Southwest Quarter (SW/4) of Section One (1), Township Fifteen (15) South, Range Three (3) West of the 6th P.M., in Saline County, Kansas, which is more particularly described as follows:

Starting from the Southwest corner of said Southwest Quarter (SW/4) a distance of one thousand three hundred fifty-nine and ninety-eight hundredths (1359.98') feet; thence South 89 degrees 40' 52" East parallel with the South line of said Southwest Quarter (SW/4) a distance of one hundred sixty-four and fifty-seven hundredths (164.57') feet to the point of beginning; said point of beginning being a point on the North line of an existing public right-of-way, eighty and thirty-seven hundredths (80.37') feet East of its intersection with the East right-of-way line a distance of five hundred (500) feet; thence South 89 degrees 40' 52" East parallel with the South line of said Southwest Quarter (SW/4) a distance of eight hundred fifty and fifty-six hundredths (850.56') feet; thence South 00 degrees 03' 57" West parallel with the West line of the Union Pacific Railroad right-of-way a distance of four hundred ninety-seven and seventy-seven hundredths (497.77') feet; thence North 89 degrees 40' 52" West parallel with the South line of said Southwest Quarter (SW/4) a distance of nine hundred (900') feet to the point of beginning, except that part taken for roads, highways and right-of-ways

SCHEDULE 9

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Deposit Accounts and Securities Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
School Specialty, Inc.	Operating	JPMorgan Chase	020479092*
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	20480014
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	30002064
Bird in Hand	Disbursement	JPMorgan Chase	30010937
School Specialty, Inc.	Payroll	JPMorgan Chase	622561827
Califone	Disbursement-Payables	JPMorgan Chase	633158829
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	633160569
School Specialty, Inc.	Flex Spending	JPMorgan Chase	650560691
School Specialty, Inc. (d/b/a SPARK)			
	Working Fund	JPMorgan Chase	638671024
Califone	Credit Card Depository	JPMorgan Chase	660611831
Delta Education	Credit Card Depository	JPMorgan Chase	643620396
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Credit Card Depository	JPMorgan Chase	650560816
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Disbursement-Payables	JPMorgan Chase	650560808
School Specialty, Inc.	School Specialty/LB Depository	JPMorgan Chase	707782298*
School Specialty, Inc.	Lockbox	JPMorgan Chase	681035*
School Specialty, Inc.	Lockbox	JPMorgan Chase	683106*
School Specialty, Inc.	Lockbox	JPMorgan Chase	683107*

Califone International, Inc.	Lockbox	JPMorgan Chase	7027*
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	707740114
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	707700092
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	938345964
Premier Agendas, Inc.	Depository	JPMorgan Chase	470056560*
Califone International, Inc.	Depository	Wells Fargo Bank	4221468895*
School Specialty, Inc.	Depository	JPMorgan Chase	466888737*
School Specialty, Inc.	Concentration	JPMorgan Chase	468214536*
School Specialty, Inc.	Depository	Comerica	1852879814**
School Specialty, Inc.	Depository	JPMorgan Chase	3030406838**
School Specialty, Inc.	Depository	Bank of America	1233294889**

* Control agreements in effect for these accounts

** Accounts which are utilized to collateralize letters of credit. It is assumed that these will be eventually replaced with a Wells Fargo account and corresponding letters of credit.

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Bank of America
112 East Holly Street
Bellingham, WA 98225
(360) 676-2816

Wells Fargo Bank
21255 Burbank Blvd., Suite 110
Woodland Hills, CA 91367
Peggy Knox (818) 595-3961

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	4661094101
Premier School Agendas, Ltd.	Lockbox Depository	JPMorgan Chase	4661094103
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	4661094104
Premier School Agendas, Ltd.	Disbursement-Payables	JPMorgan Chase	4661094105
Premier School Agendas, Ltd.	Credit Card Depository	JPMorgan Chase	4661094106
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	4661248101
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	4661248102
School Specialty, Inc.	Lockbox and Disbursements	JPMorgan Chase	4661248103
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	4661248104

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

SCHEDULE 10

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

Controlled Account Banks

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
Califone International, Inc.	Depository	Wells Fargo	4221468895
Premier Agendas, Inc.	Depository	JPMorgan Chase	470056560
School Specialty, Inc.	Operating Acct	JPMorgan Chase	020479092
School Specialty, Inc.	Concentration Acct.	JPMorgan Chase	707782298
School Specialty, Inc.	Concentration Acct.	JPMorgan Chase	468214536
School Specialty, Inc.	Lockbox	JPMorgan Chase	681035
School Specialty, Inc.	Lockbox	JPMorgan Chase	683106
School Specialty, Inc.	Lockbox	JPMorgan Chase	683107
Califone International, Inc.	Lockbox	JPMorgan Chase	7027
School Specialty, Inc.	Depository	JPMorgan Chase	466888737

SCHEDULE 11

to

GUARANTY AND SECURITY AGREEMENT (WELLS)

UCC Filing Jurisdictions

Grantor

School Specialty, Inc.
ClassroomDirect.com, LLC
Childcraft Education Corp.
Bird-in-Hand Woodworks, Inc.
Frey Scientific, Inc.
Sportime, LLC
Sax Arts & Crafts, Inc.
Califone International, Inc.,
Delta Education, LLC
Premier Agendas, Inc

Jurisdictions

Department of Financial Institutions of Wisconsin
Secretary of State of Delaware
Secretary of State of New York
Secretary of State of New Jersey
Secretary of State of Delaware
Secretary of State of Delaware
Secretary of State of Delaware
Secretary of State of Delaware
Secretary of State of Delaware
Secretary of State of Washington

SCHEDULE 12**to****GUARANTY AND SECURITY AGREEMENT (WELLS)****Owned Vehicles**

<u>VIN</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Year</u>
J8DE5B1U3R3000766	GMC	Diesel 500 Van	1994
1HTSAZPM7LH686601	International	4600 Van	1990
1GCEC14K5NZ170520	Chevrolet	C150 P/U	1992
1GCDC14ZXRZ268845	Chevrolet	GC1 Truck	1994
1HTSCABM3XH682716	International	Cargo Van	1994
1HTSCABMOWH556635	International	Straight Truck	1998
2YSFPATN7WC060837	International	9100 Single Axle Tractor	1998
1H5V04828GM073858	Hobbs	Trailer 48" x 102"	1986
1H5V04824JM058782	Fruehauf	Trailer 48" x 102"	1988
1H5V082XGM066510	Hobbs	Trailer 48" x 102"	1986
1F5V04825GM054507	Hobbs	Trailer 48" x 102"	1986
17540HR50E1215956	Capacity	Trailer Jockey	1989
1PTO1AJH5S900804	Trimline	Trailer 48" x 102"	1995
1PTO1AJH3S9008003	Trimline	Trailer 48" x 102"	1995
1GRAA9623XB051804	Great Dane	Trailer 48" x 102"	1999
1JJV532F4WF533234	Fruehauf	Trailer 53"	1998
1GTDM1522B541274	GMC	Safari	1992
2B7HB21XILK730700	Dodge	Ram 250	1989

The aggregate value of the vehicles is less than \$100,000.00

**AMENDMENT NO. 2 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

This AMENDMENT NO. 2 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Amendment") is entered into as of April 12, 2013, by and among WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), SCHOOL SPECIALTY, INC., a Wisconsin corporation ("Parent"), CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company ("ClassroomDirect"), SPORTIME, LLC, a Delaware limited liability company ("Sportime"), DELTA EDUCATION, LLC, a Delaware limited liability company ("Delta Education"), PREMIER AGENDAS, INC., a Washington corporation ("Premier Agendas"), CHILDCRAFT EDUCATION CORP., a New York corporation ("Childcraft"), BIRD-IN-HAND WOODWORKS, INC., a New Jersey corporation ("Bird-In-Hand"), and CALIFONE INTERNATIONAL, INC., a Delaware corporation ("Califone"; Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft, Bird-In-Hand and Califone are collectively "Borrowers" and each a "Borrower").

R E C I T A L S:

WHEREAS, on January 28, 2013 (the "Filing Date"), Borrowers and Guarantors (other than Select Agendas, Corp.) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Agent and Borrowers have entered into certain financing arrangements pursuant to that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 by and among Borrowers, the financial institutions from time to time party thereto (collectively, the "Lenders" and each a "Lender") and Agent (as amended by that certain Amendment No. 1 to Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 and as further amended hereby, and as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced (the "Credit Agreement"));

WHEREAS, Borrowers have entered into that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 (as amended by that certain Amendment No. 1 to Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of April 11, 2013, the "Bondholder Amendment") among Borrowers, Select Agendas, Corp., Frey Scientific, Inc., Sax Arts & Crafts, Inc., U.S. Bank National Association, and the lenders from time to time party thereto; and

WHEREAS, Borrower has requested that Agent and Lenders agree to amend the Credit Agreement in certain respects as more fully described herein, and Agent and Lenders are willing to do so on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. Interpretation. All capitalized terms used herein (including the recitals hereto) shall have the respective meanings ascribed thereto in the Credit Agreement unless otherwise defined herein.

SECTION 2. ACKNOWLEDGMENTS

2.1. Binding Effect of Documents. Each Borrower hereby acknowledges, confirms and agrees that:

- (a) each of the Credit Agreement, Existing Loan Agreement, the Loan Documents and Existing Loan Documents to which it is a party has been duly executed and delivered to Agent by such Borrower, and each is and shall remain in full force and effect as of the date hereof except as modified pursuant hereto,
- (b) the agreements and obligations of such Borrower contained in such documents and in this Agreement constitute the legal, valid and binding Obligations of such Borrower, enforceable against it in accordance with their respective terms, and such Borrower has no valid defense to the enforcement of such Obligations, and
- (c) Agent and Lenders are and shall be entitled to the rights, remedies and benefits provided for under the Credit Agreement, the Existing Loan Agreement, the Loan Documents and the Existing Loan Documents and applicable law.

SECTION 3. AMENDMENTS

In reliance upon the representations and warranties of the Loan Parties set forth in Section 4 below and subject to the conditions to effectiveness set forth in Section 5 below, effective as of the date hereof, the Credit Agreement is hereby amended as follows:

- (a) Exhibit B-3 to the Credit Agreement is hereby supplemented by Exhibit A to this Agreement and has been consented to by each Lender, as contemplated by the definition of "Budget" in Schedule 1.1 of the Credit Agreement.
- (b) Schedule 5.16 to the Credit Agreement is hereby amended and replaced with Exhibit B to this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each Borrower hereby represents, warrants and covenants as follows:

4.1. Representations in the Credit Agreement and the Loan Documents. The representations and warranties set forth in the Credit Agreement, as amended hereby, and in the other Loan Documents, as amended to date, are true and correct in all material respects as of the

date hereof, with the same effect as though made on the date hereof (except to the extent such representations and warranties (i) expressly refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and (ii) are already qualified by materiality, material adverse effect, or words of like effect, in which case such representations and warranties shall be true in all respects).

4.2. Binding Effect of Documents. This Agreement has been duly authorized, executed and delivered to Agent and Lenders by each Borrower, is enforceable in accordance with its terms and is in full force and effect.

4.3. No Conflict. The execution, delivery and performance of this Agreement by each Borrower will not violate any requirement of law or contractual obligation of any Borrower and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues.

4.4. Defaults. No Default or Event of Default has occurred and is continuing.

SECTION 5. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Agreement is subject to the prior or concurrent consummation of each of the following conditions, each in form and substance satisfactory to Agent:

- (a) an original of this Agreement, duly authorized, executed and delivered by each Borrower;
- (b) an original of the Consent and Reaffirmation as attached at Exhibit C, duly authorized, executed and delivered by each Guarantor;
- (c) Borrowers shall have paid all Lender Group Expenses incurred in connection with the transactions evidenced by this Agreement, the Credit Agreement, the Existing Loan Agreement, the other Loan Documents and the Existing Loan Documents; and
- (d) Agent shall have received a fully executed copy of the Bondholder Amendment making a corresponding change to Schedule 5.18 of the Bondholder DIP Credit Agreement.

SECTION 6. MISCELLANEOUS

6.1. Continuing Effect of Credit Agreement. Except as modified pursuant hereto, no other changes or modifications to the Credit Agreement and the Loan Documents are intended or implied by this Agreement and in all other respects the Credit Agreement and the Loan Documents hereby are ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent of conflict between the terms of this Agreement, the Credit Agreement and the Loan Documents, the terms of this Agreement shall govern and control. The Credit Agreement and this Agreement shall be read and construed as one agreement.

6.2. Costs and Expenses. Each Borrower absolutely and unconditionally agrees to pay to Agent, on demand by Agent at any time, whether or not all or any of the transactions contemplated by this Agreement are consummated: all fees and disbursements of any counsel to Agent in connection with the preparation, negotiation, execution or delivery of this Agreement and any agreements contemplated hereby and expenses which shall at any time be incurred or sustained by Agent, any Lender, any participant of any Lender or any of their respective directors, officers, employees or agents as a consequence of or in any way in connection with the preparation, negotiation, execution, or delivery of this Agreement and any agreements contemplated hereby, in each case to the extent such expenses constitute Lender Group Expenses required to be paid under the Credit Agreement.

6.3. Further Assurances. At Borrowers' expense, the parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

6.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6.5. Survival of Representations, Warranties and Covenants. All representations, warranties, covenants and releases of each Borrower made in this Agreement or any other document furnished in connection with this Agreement shall survive the execution and delivery of this Agreement, and no investigation by Agent or any Lender, or any closing, shall affect the representations and warranties or the right of Agent and Lenders to rely upon them.

6.6. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement.

6.7. Reviewed by Attorneys. Each Borrower represents and warrants to Agent and Lenders that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to discuss this Agreement with, and have this Agreement reviewed by, such attorneys and other persons as such Borrower may wish, and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Agreement nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Agreement and the other documents executed pursuant hereto or in connection herewith.

6.8. Disgorgement. If Agent or any Lender is, for any reason, compelled by a court or other tribunal of competent jurisdiction to surrender or disgorge any payment, interest or other consideration described hereunder to any person because the same is determined to be void or voidable as a preference, fraudulent conveyance, impermissible set-off or for any other reason, such indebtedness or part thereof intended to be satisfied by virtue of such payment, interest or other consideration shall be revived and continue as if such payment, interest or other consideration had not been received by Agent or such Lender, and the Borrowers shall be liable to, and shall indemnify, defend and hold Agent or such Lender harmless for, the amount of such payment or interest surrendered or disgorged. The provisions of this Section 6.8 shall survive execution and delivery of this Agreement and the documents, agreements and instruments to be executed or delivered herewith.

6.9. Relationship. Each Borrower agrees that the relationship between Agent and such Borrower and between each Lender and Borrower is that of creditor and debtor and not that of partners or joint venturers. This Agreement does not constitute a partnership agreement, or any other association between Agent and any Borrower or between any Lender and any Borrower. Each Borrower acknowledges that Agent and each Lender has acted at all times only as a creditor to such Borrower within the normal and usual scope of the activities normally undertaken by a creditor and in no event has Agent or any Lender attempted to exercise any control over such Borrower or its business or affairs. Each Borrower further acknowledges that Agent and each Lender has not taken or failed to take any action under or in connection with its respective rights under the Credit Agreement and the Loan Documents that in any way or to any extent has interfered with or adversely affects such Borrower's ownership of Collateral.

6.10. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6.11. Reference to Credit Agreement. Each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference in the Credit Agreement or in any other Loan Documents, or other agreements, documents or other instruments executed and delivered pursuant to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Agreement.

6.12. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Execution and delivery of an executed counterpart of this Agreement by facsimile, "pdf" or other electronic transmission shall be equally effective as the delivery of a manually executed original of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first above written.

BORROWERS:

SCHOOL SPECIALTY, INC., a Wisconsin corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

SPORTIME, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

DELTA EDUCATION, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

PREMIER AGENDAS, INC., a Washington corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

CHILDCRAFT EDUCATION CORP., a New York corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

BIRD-IN-HAND WOODWORKS, INC., a New Jersey corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

CALIFONE INTERNATIONAL, INC., a Delaware corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Agent, as Co-Collateral Agent, and as a Lender

By: /s/ Laura Nickas

Name: Laura Nickas

Its Authorized Signatory

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as a Co-Collateral Agent, and as a Lender

By: /s/ Kai Sorensen

Name: Kai Sorensen

Its Authorized Signatory

BANK OF MONTREAL, as a Lender

By: /s/ Josh Hovermale

Name: Josh Hovermale

Its Authorized Signatory

CIT FINANCE LLC,, as a Lender

By: /s/ Neal T. Legan

Name: Neal T. Legan

Its Authorized Signatory

EXHIBIT B
to
AMENDMENT NO. 2 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

SCHEDULE 5.16

Milestones

1. [Intentionally omitted.]
2. [Intentionally omitted.]
3. [Intentionally omitted.]
4. On or before March 19, 2013 (or such later date as Agent, Co-Collateral Agents and the Required Lenders shall agree), (i) the Bankruptcy Court shall have entered a final order establishing procedures with respect to the marketing and sale of the assets of debtors in the Bankruptcy Cases (the “Debtors”), which order shall be in form and substance (and any modification thereto) reasonably acceptable to Agent and Co-Collateral Agents, and (ii) the Debtors shall have filed a plan of reorganization (the “Plan”) and a motion seeking approval of the disclosure statement and solicitation procedures related to the Plan (the “Disclosure Statement Motion”), in each case, in form and substance (and any modification thereto) reasonably acceptable to Agent, Co-Collateral Agents and the Required Lenders.
5. On or before April 23, 2013 (or such later date as Agent, Co-Collateral Agents and the Required Lenders shall agree), obtain entry of an order of the Bankruptcy Court granting the Disclosure Statement Motion, which order (and any modifications thereto) shall be in form and substance reasonably acceptable to Agent, Co-Collateral Agents and the Required Lenders.
6. On or before April 26, 2013 (or such later date as Agent and Co-Collateral Agents shall agree in its sole discretion), the debtors in the Bankruptcy Cases shall have commenced the solicitation of votes in connection with the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.
7. On or before May 6, 2013, Agent shall have received the executed Exit Financing Commitment Letter(s) and such Exit Financing Commitment Letter(s) shall remain unmodified and in full force and effect.
8. On or before May 8, 2013, assuming sufficient interest to purchase the Debtors’ assets has been expressed in the Debtors’ reasonable business judgment, an auction shall have been conducted to determine the highest and/or best bid for the Debtors’ assets (the “Auction”) auction, unless Agent shall have received the executed Exit Financing Commitment Letter(s) on or before May 6, 2013.

9. On or before May 17, 2013 (or such later date as Lenders shall agree), the Bankruptcy Court shall have entered (i) a final order approving the sale of the Debtors' assets to the winning bidder at the Auction (assuming that an Auction has been held and a winning bidder and backup bidder, if any have been selected) (the "Sale Order"), which order (and any modification thereto) shall be in form and substance reasonably acceptable to Lenders, or (ii) the order confirming the Plan pursuant to section 1129 of the Bankruptcy Code (assuming the Plan has obtained the requisite votes), which order (and any modification thereto) shall be in form and substance reasonably acceptable to Lenders.

10. On or before May 31, 2013, (i) the sale of the Loan Parties' assets shall have closed (assuming that an Auction has been held and a winning bidder and backup bidder, if any, have been selected) and the Existing Obligations and Obligations shall have been Paid in Full, or (ii) the effective date of the plan shall have occurred and the Existing Obligations and Obligations shall have been Paid in Full.

For purposes of Milestones 4, 5, and 9, any Plan, Disclosure Statement Motion, order approving the Disclosure Statement Motion, order confirming the Plan or Sale Order that (i) does not provide that the Obligations and Existing Secured Obligations shall be Paid in Full on or before the May 31, 2013 or (ii) modifies or impairs any of the Lenders' rights under the Financing Order, including the extent, validity and priority of Liens, shall be deemed not reasonable.

EXHIBIT C
to
AMENDMENT NO. 2 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT
CONSENT AND REAFFIRMATION

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Amendment No. 2 to Debtor-in-Possession Credit Agreement (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Debtor-in-Possession Credit Agreement dated as of January 31, 2013 (as amended by that certain Amendment No. 1 to Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, and as further amended, supplemented, extended, renewed, restated or otherwise modified from time to time) among Agent, Borrowers and the Lenders from time to time party thereto; (ii) consents to Borrowers' execution and delivery of the Agreement; (iii) agrees to be bound by the Agreement; (iv) affirms that nothing contained in the Agreement, except as specifically stated therein, shall modify in any respect whatsoever any Loan Document to which it is a party; and (v) reaffirms its obligations under (a) the Guaranty and Security Agreement and (b) each of the other Loan Documents to which it is a party (as modified by the Agreement, collectively, the "Reaffirmed Loan Documents") and confirms that such obligations are unconditional and not subject to any defense, setoff, counterclaim or other adverse claim. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that neither Agent nor any Lender has any obligation to inform any Guarantor of such matters in the future or to seek any Guarantor's acknowledgment or agreement to future amendments, waivers or consents, and nothing herein shall create such a duty.

The undersigned further agree that after giving effect to the Agreement, each Reaffirmed Loan Document shall remain in full force and effect.

FREY SCIENTIFIC, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

SAX ARTS & CRAFTS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

SELECT AGENDAS, CORP.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: CEO & President

**AMENDMENT NO. 3 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

This AMENDMENT NO. 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this “Amendment”) is entered into as of April 23, 2013, by and among WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”), SCHOOL SPECIALTY, INC., a Wisconsin corporation (“Parent”), CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company (“ClassroomDirect”), SPORTIME, LLC, a Delaware limited liability company (“Sportime”), DELTA EDUCATION, LLC, a Delaware limited liability company (“Delta Education”), PREMIER AGENDAS, INC., a Washington corporation (“Premier Agendas”), CHILDCRAFT EDUCATION CORP., a New York corporation (“Childcraft”), BIRD-IN-HAND WOODWORKS, INC., a New Jersey corporation (“Bird-In-Hand”), and CALIFONE INTERNATIONAL, INC., a Delaware corporation (“Califone”; Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft, Bird-In-Hand and Califone are collectively “Borrowers” and each a “Borrower”).

RECITALS:

WHEREAS, on January 28, 2013 (the “Filing Date”), Borrowers and Guarantors (other than Select Agendas, Corp.) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Agent and Borrowers have entered into certain financing arrangements pursuant to that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 by and among Borrowers, the financial institutions from time to time party thereto (collectively, the “Lenders” and each a “Lender”) and Agent (as amended by that certain Amendment No. 1 to Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 and that certain Amendment No. 2 to Debtor-in-Possession Credit Agreement, dated as of April 12, 2013, and as further amended hereby, and as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced (the “Credit Agreement”));

WHEREAS, Borrowers have entered into that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 (as amended by that certain Amendment No. 1 to Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of April 11, 2013, and that certain Amendment No. 2 to Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of May 3, 2013 (the “Bondholder Amendment”) among Borrowers, Select Agendas, Corp., Frey Scientific, Inc., Sax Arts & Crafts, Inc., U.S. Bank National Association, and the lenders from time to time party thereto; and

WHEREAS, Borrower has requested that Agent and Lenders agree to amend the Credit Agreement in certain respects as more fully described herein, and Agent and Lenders are willing to do so on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. **Interpretation.** All capitalized terms used herein (including the recitals hereto) shall have the respective meanings ascribed thereto in the Credit Agreement unless otherwise defined herein.

SECTION 2. ACKNOWLEDGMENTS

2.1. **Binding Effect of Documents.** Each Borrower hereby acknowledges, confirms and agrees that: (a) each of the Credit Agreement, Existing Loan Agreement, the Loan Documents and Existing Loan Documents to which it is a party has been duly executed and delivered to Agent by such Borrower, and each is and shall remain in full force and effect as of the date hereof except as modified pursuant hereto, (b) the agreements and obligations of such Borrower contained in such documents and in this Agreement constitute the legal, valid and binding Obligations of such Borrower, enforceable against it in accordance with their respective terms, and such Borrower has no valid defense to the enforcement of such Obligations, and (c) Agent and Lenders are and shall be entitled to the rights, remedies and benefits provided for under the Credit Agreement, the Existing Loan Agreement, the Loan Documents and the Existing Loan Documents and applicable law.

SECTION 3. AMENDMENTS

In reliance upon the representations and warranties of the Loan Parties set forth in Section 4 below and subject to the conditions to effectiveness set forth in Section 5 below, effective as of the date hereof, the Credit Agreement is hereby amended as follows:

(a) The last paragraph of Section 2.1(a) of the Credit Agreement is hereby amended by adding the following sentence to the end thereof:

“Until such time that Borrowers have delivered the Exit Financing Commitment Letters to Agent, the Revolver Usage may not exceed \$55,000,000 (or such greater amount as may be agreed to by all Lenders in writing).

Subject to the conditions set forth in this Agreement and other Loan Documents, from and after June 3, 2013 until and including June 7, 2013, Borrowers may continue to request Revolving Loans from Lenders (provided that the Revolver Usage may not exceed \$68,000,000 limit set forth in the Budget during such time) if, on or before any requests for Revolving Loans are made, on June 3, 2013:

(a) the Exit Financing Commitment Letter(s) remain in full force and effect and the Bondholder DIP Credit Agreement (as amended by that certain Amendment No. 2 to Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of May 3, 2013) remains in full force and effect,

(b) all conditions precedent to the occurrence of the Effective Date (as defined in the Plan) have been satisfied or waived other than (i) the mere passage of time for the Confirmation Order (as defined in and required under the Plan) to have become a Final Order (as defined in and required under the Plan) and (ii) the closing of the Exit Facilities (as defined in the Plan and as contemplated by Section VIII.B.(6) of the Plan),

(c) Borrowers deliver to Agent a certification in form and substance reasonably satisfactory to Co-Collateral Agents that (i) the credit agreement evidencing the ABL Exit Facility, the credit agreement evidencing the Term Loan Exit Facility, and the intercreditor agreement among the lenders for such facilities are each in substantially final form, and (ii) in Borrowers' good faith determination after diligent inquiry, Borrowers have no knowledge or any reason to expect that any conditions to closing and funding of the initial loans under the Exit Facilities cannot or will not be satisfied or waived on or before June 7, 2013, and

(d) as of May 31, 2013 and projected as of June 7, 2013, in each case based upon the pro forma borrowing base certificates prepared by Borrowers in good faith and in accordance with the proposed terms under the ABL Exit Facility and otherwise in form and substance reasonably acceptable to the Co-Collateral Agents, Borrowers will have sufficient availability under the ABL Exit Facility to meet the closing date availability requirement thereunder and to otherwise be in compliance with Section 8.12(s) of this Agreement based upon the financing contemplated by the Exit Financing Commitment Letters;

provided, further, that if Borrowers are unable to satisfy any of the conditions set forth in subclauses (a) through (d), then from and after June 3, 2013 until and including June 7, 2013, Borrowers may request Revolving Loans but the Revolver Usage at any time may not exceed the permitted Revolver Usage as of the close of business May 31, 2013 unless otherwise agreed to by all Lenders in writing."

(b) Exhibit B-3 to the Credit Agreement is hereby supplemented by Exhibit A to this Agreement and has been consented to by each Lender, as contemplated by the definition of "Budget" in Schedule 1.1 of the Credit Agreement.

(c) The definition of Exit Financing Commitment Letter(s) in Schedule 1.1 of the Credit Agreement is hereby amended by replacing the reference to "May 31, 2013" with "June 7, 2013".

(d) Schedule 5.16 to the Credit Agreement is hereby amended and replaced with Exhibit B to this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each Borrower hereby represents, warrants and covenants as follows:

4.1. **Representations in the Credit Agreement and the Loan Documents.** The representations and warranties set forth in the Credit Agreement, as amended hereby, and in the other Loan Documents, as amended to date, are true and correct in all material respects as of the date hereof, with the same effect as though made on the date hereof (except to the extent such representations and warranties (i) expressly refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and (ii) are already qualified by materiality, material adverse effect, or words of like effect, in which case such representations and warranties shall be true in all respects).

4.2. **Binding Effect of Documents.** This Agreement has been duly authorized, executed and delivered to Agent and Lenders by each Borrower, is enforceable in accordance with its terms and is in full force and effect.

4.3. **No Conflict.** The execution, delivery and performance of this Agreement by each Borrower will not violate any requirement of law or contractual obligation of any Borrower and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues.

4.4. **Defaults.** No Default or Event of Default has occurred and is continuing.

SECTION 5. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Agreement is subject to the consummation of each of the following conditions, each in form and substance satisfactory to Agent:

(a) an original of this Agreement, duly authorized, executed and delivered by each Borrower;

(b) an original of the Consent and Reaffirmation as attached at Exhibit B, duly authorized, executed and delivered by each Guarantor;

(c) Borrowers' filing of motion (at Agent's request) and subsequent entry of an order of the Bankruptcy Court, each in form and substance reasonably satisfactory to Agent, authorizing this Agreement and the Consent and Reaffirmation to be executed by and binding upon Borrowers and each Guarantor, which condition may be waived by Agent in its sole discretion;

(d) Borrowers shall have paid all Lender Group Expenses incurred in connection with the transactions evidenced by this Agreement, the Credit Agreement, the Existing Loan Agreement, the other Loan Documents and the Existing Loan Documents;

(e) Borrowers shall provide to Agent's financial advisor and counsel (subject to the condition of no further distribution beyond professionals) copies of each final proposal letter received by Borrowers to date from any potential exit lender with whom they are negotiating proposed chapter 11 exit financing, redacted for names and other confidential information; and

(f) Agent shall have received a fully executed copy of the Bondholder Amendment making a corresponding change to Schedule 5.18 of the Bondholder DIP Credit Agreement.

SECTION 6. MISCELLANEOUS

6.1. **Amendment Fee.** In consideration for the amendments to the Credit Agreement set forth herein, Borrowers shall pay to Agent, for the ratable benefit of each Lender, an amendment fee of \$300,000, which fee is deemed to be fully earned as of the date hereof and \$100,000 of which is due and payable on May 7, 2013 and \$200,000 of which is due and payable upon the execution and delivery of this Agreement by each of the parties listed on the signature pages hereto.

6.2. **Continuing Effect of Credit Agreement.** Except as modified pursuant hereto, no other changes or modifications to the Credit Agreement and the Loan Documents are intended or implied by this Agreement and in all other respects the Credit Agreement and the Loan Documents hereby are ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent of conflict between the terms of this Agreement, the Credit Agreement and the Loan Documents, the terms of this Agreement shall govern and control. The Credit Agreement and this Agreement shall be read and construed as one agreement.

6.3. **Exit Financing.** Borrowers shall promptly provide to Agent's financial advisor and counsel (subject to the condition of no further distribution beyond professionals) copies of the following documents, redacted for names and other confidential information except as set forth below: (i) each final proposal letter received by Borrowers on or after the date hereof from any potential exit lender (except for any proposal letter that Borrowers have rejected or deemed unsatisfactory), (ii) on and after May 3, 2013, the then current draft of commitment letters received by Borrowers from all lenders, including the total amount of the facilities, the borrowing base, the advance rate formulae (if any) and any conditions to closing, and (iii) after May 3, 2013, all amendments and modifications to such proposed commitment letters.

6.4. **Costs and Expenses.** Each Borrower absolutely and unconditionally agrees to pay to Agent, on demand by Agent at any time, whether or not all or any of the transactions contemplated by this Agreement are consummated: all fees and disbursements of any counsel to Agent in connection with the preparation, negotiation, execution or delivery of this Agreement and any agreements contemplated hereby and expenses which shall at any time be incurred or sustained by Agent, any Lender, any participant of any Lender or any of their respective directors, officers, employees or agents as a consequence of or in any way in connection with the preparation, negotiation, execution, or delivery of this Agreement and any agreements contemplated hereby, in each case to the extent such expenses constitute Lender Group Expenses required to be paid under the Credit Agreement.

6.5. **Further Assurances.** At Borrowers' expense, the parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

6.6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6.7. **Survival of Representations, Warranties and Covenants.** All representations, warranties, covenants and releases of each Borrower made in this Agreement or any other document furnished in connection with this Agreement shall survive the execution and delivery of this Agreement, and no investigation by Agent or any Lender, or any closing, shall affect the representations and warranties or the right of Agent and Lenders to rely upon them.

6.8. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement.

6.9. **Reviewed by Attorneys.** Each Borrower represents and warrants to Agent and Lenders that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to discuss this Agreement with, and have this Agreement reviewed by, such attorneys and other persons as such Borrower may wish, and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Agreement nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Agreement and the other documents executed pursuant hereto or in connection herewith.

6.10. **Disgorgement.** If Agent or any Lender is, for any reason, compelled by a court or other tribunal of competent jurisdiction to surrender or disgorge any payment, interest or other consideration described hereunder to any person because the same is determined to be void or voidable as a preference, fraudulent conveyance, impermissible set-off or for any other reason, such indebtedness or part thereof intended to be satisfied by virtue of such payment, interest or other consideration shall be revived and continue as if such payment, interest or other consideration had not been received by Agent or such Lender, and the Borrowers shall be liable to, and shall indemnify, defend and hold Agent or such Lender harmless for, the amount of such payment or interest surrendered or disgorged. The provisions of this Section 6.10 shall survive execution and delivery of this Agreement and the documents, agreements and instruments to be executed or delivered herewith.

6.11. **Relationship.** Each Borrower agrees that the relationship between Agent and such Borrower and between each Lender and Borrower is that of creditor and debtor and not that of partners or joint venturers. This Agreement does not constitute a partnership agreement, or any other association between Agent and any Borrower or between any Lender and any Borrower. Each Borrower acknowledges that Agent and each Lender has acted at all times only as a creditor to such Borrower within the normal and usual scope of the activities normally undertaken by a

creditor and in no event has Agent or any Lender attempted to exercise any control over such Borrower or its business or affairs. Each Borrower further acknowledges that Agent and each Lender has not taken or failed to take any action under or in connection with its respective rights under the Credit Agreement and the Loan Documents that in any way or to any extent has interfered with or adversely affects such Borrower's ownership of Collateral.

6.12. **Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6.13. **Reference to Credit Agreement.** Each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference in the Credit Agreement or in any other Loan Documents, or other agreements, documents or other instruments executed and delivered pursuant to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Agreement.

6.14. **Counterparts.** This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Execution and delivery of an executed counterpart of this Agreement by facsimile, "pdf" or other electronic transmission shall be equally effective as the delivery of a manually executed original of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first above written.

BORROWERS:

SCHOOL SPECIALTY, INC., a Wisconsin corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

SPORTIME, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

DELTA EDUCATION, LLC, a Delaware limited liability company

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

PREMIER AGENDAS, INC., a Washington corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

CHILDCRAFT EDUCATION CORP., a New York corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

BIRD-IN-HAND WOODWORKS, INC., a New Jersey corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

CALIFONE INTERNATIONAL, INC., a Delaware corporation

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company, as Agent, as Co-Collateral Agent,
and as a Lender

By: /s/ Laura Nickas
Name: Laura Nickas
Its Authorized Signatory

Signature Page to Amendment No. 3 to Debtor-in-Possession Credit Agreement

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as a
Co-Collateral Agent, and as a Lender

By: /s/ Kai Sorensen
Name: Kai Sorensen
Its Authorized Signatory

Signature Page to Amendment No. 3 to Debtor-in-Possession Credit Agreement

BANK OF MONTREAL, as a Lender

By: /s/ Stephanie Slavkin
Name: Stephanie Slavkin
Its Authorized Signatory

Signature Page to Amendment No. 3 to Debtor-in-Possession Credit Agreement

CIT FINANCE LLC,, as a Lender

By: /s/ Kelly Hartnett

Name: Kelly Hartnett
Its Authorized Signatory

Signature Page to Amendment No. 3 to Debtor-in-Possession Credit Agreement

EXHIBIT A
to
AMENDMENT NO. 3 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT
SUPPLEMENTAL BUDGET

EXHIBIT B
to
AMENDMENT NO. 3 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT
SCHEDULE 5.16

Milestones

1. **[Intentionally omitted.]**
2. **[Intentionally omitted.]**
3. **[Intentionally omitted.]**
4. On or before March 19, 2013 (or such later date as Agent, Co-Collateral Agents and the Required Lenders shall agree), (i) the Bankruptcy Court shall have entered a final order establishing procedures with respect to the marketing and sale of the assets of debtors in the Bankruptcy Cases (the “Debtors”), which order shall be in form and substance (and any modification thereto) reasonably acceptable to Agent and Co-Collateral Agents, and (ii) the Debtors shall have filed a plan of reorganization (the “Plan”) and a motion seeking approval of the disclosure statement and solicitation procedures related to the Plan (the “Disclosure Statement Motion”), in each case, in form and substance (and any modification thereto) reasonably acceptable to Agent, Co-Collateral Agents and the Required Lenders.
5. On or before April 25, 2013 (or such later date as Agent, Co-Collateral Agents and the Required Lenders shall agree), obtain entry of an order of the Bankruptcy Court granting the Disclosure Statement Motion, which order (and any modifications thereto) shall be in form and substance reasonably acceptable to Agent, Co-Collateral Agents and the Required Lenders.
6. On or before April 29, 2013 (or such later date as Agent and Co-Collateral Agents shall agree in its sole discretion), the debtors in the Bankruptcy Cases shall have commenced the solicitation of votes in connection with the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.
7. On or before May 13, 2013, (i) Agent shall have received the executed Exit Financing Commitment Letter(s) and such Exit Financing Commitment Letter(s) shall remain unmodified and in full force and effect and (ii) Agent shall have received a written agreement binding upon each of the lenders under the Bondholder DIP Credit Agreement pursuant to which such lenders agree to accept equity in the reorganized Debtors (and have agreed to the amount and terms of such equity) in partial satisfaction of an agreed upon amount of obligations under the Bondholder DIP Credit Agreement, in form and substance reasonably acceptable to Agent and Co-Collateral Agents.
8. **[Intentionally omitted.]**

-
9. On or before May 24, 2013 (or such later date as Lenders shall agree), the Bankruptcy Court shall have entered the order confirming the Plan pursuant to section 1129 of the Bankruptcy Code (assuming the Plan has obtained the requisite votes), which order (and any modification thereto) shall be in form and substance reasonably acceptable to Lenders.
 10. On or before June 7, 2013, the Effective Date (as defined in the Plan) shall have occurred and the Existing Secured Obligations and Obligations shall have been Paid in Full.

For purposes of Milestones 4, 5, and 9, any Plan, Disclosure Statement Motion, order approving the Disclosure Statement Motion, or order confirming the Plan that (i) does not provide that the Obligations and Existing Secured Obligations shall be Paid in Full on or before the June 7, 2013 or (ii) modifies or impairs any of the Lenders' rights under the Financing Order, including the extent, validity and priority of Liens, shall be deemed not reasonable.

EXHIBIT B
to
AMENDMENT NO. 3 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

CONSENT AND REAFFIRMATION

Each of the undersigned (each a "**Guarantor**") hereby (i) acknowledges receipt of a copy of the foregoing Amendment No. 3 to Debtor-in-Possession Credit Agreement (the "**Agreement**"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Debtor-in-Possession Credit Agreement dated as of January 31, 2013 (as amended by that certain Amendment No. 1 to Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, and that certain Amendment No. 2 to Debtor-in-Possession Credit Agreement, dated as of April 12, 2013, and as further amended, supplemented, extended, renewed, restated or otherwise modified from time to time) among Agent, Borrowers and the Lenders from time to time party thereto; (ii) consents to Borrowers' execution and delivery of the Agreement; (iii) agrees to be bound by the Agreement; (iv) affirms that nothing contained in the Agreement, except as specifically stated therein, shall modify in any respect whatsoever any Loan Document to which it is a party; and (v) reaffirms its obligations under (a) the Guaranty and Security Agreement and (b) each of the other Loan Documents to which it is a party (as modified by the Agreement, collectively, the "Reaffirmed Loan Documents") and confirms that such obligations are unconditional and not subject to any defense, setoff, counterclaim or other adverse claim. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that neither Agent nor any Lender has any obligation to inform any Guarantor of such matters in the future or to seek any Guarantor's acknowledgment or agreement to future amendments, waivers or consents, and nothing herein shall create such a duty.

The undersigned further agree that after giving effect to the Agreement, each Reaffirmed Loan Document shall remain in full force and effect.

FREY SCIENTIFIC, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Vice President

SAX ARTS & CRAFTS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

SELECT AGENDAS, CORP.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

Signature Page to Consent and Reaffirmation



August 16, 2012

Patrick T. Collins
5566 South Oak Street
Hinsdale, IL 60521

Dear Pat:

I am pleased to offer you the position of Senior Vice President, Sales for School Specialty, Inc. (SSI). This position will report directly to the President and CEO, Michael Lavelle.

The following highlights key aspects of our offer of employment:

- **Start Date:** On or before September 4, 2012.
- **Work Location:** Your official work location will be in our Greenville, WI office. We do not require that you relocate as part of the job, but do expect that you will spend the time necessary in Wisconsin and elsewhere, with our various sales forces, to lead the national sales organization.
- **Employment:** Your employment is contingent on the successful completion of a background check and pre-employment drug screen. A background check form is enclosed with this letter; please complete and email or fax the form to the attention of Heather Rundquist at (920) 993-4304. The drug screen will be completed on site during your first day of employment with us.
- **Total Compensation:** The following describes the compensation elements of our offer, which include:
 - **Base Salary:** You will receive a base salary of \$300,000 on an annualized basis or at a biweekly rate of \$11,538.46.
 - **Bonus Plan:** You are eligible for participation in the Annual Bonus Plan Program of School Specialty starting with SSI's fiscal 2013 year which began May 1st. This position has a targeted payout of 40% of annual base salary and a potential payout of up to 60% of your base salary. We will prorate any fiscal 2013 bonus to reflect your time with SSI during the fiscal year.
 - **Long Term Incentive:** This position is eligible to participate in the School Specialty Long Term Equity Incentive Program. Given the level of this position, there are several equity vehicles that make up your new hire long term incentive award, each of which will be evidenced by a separate written agreement.

Restricted Stock Unites (NSU) award: Upon your start date, you will receive an RSU award consisting of 27,500 shares. This is a time-based vesting award and shares will vest ratably over a 3-year period, with the first third vesting on the one year anniversary date of your hire. The second third will vest upon the completion of your second anniversary date, and the final third will vest upon completion of your third anniversary.

- **Stock Option Grant (with no requirement to purchase stock):** Upon your start date, you'll receive a Stock Option award consisting of 30,000 options. The options are subject to a four-year vesting program at 25% per year starting with your first anniversary date of hire and are valid for ten years.
- **Stock Option Grant (with requirement to purchase stock):** Upon your start date, you'll be issued a Stock Option award consisting of 75,000 options. However, to initiate vesting of these options, you will first be required to accumulate \$115,000 in purchased shares. Once this is completed, this award will vest; 25% upon an SSI stock price achievement of \$5.00 per share; 25% upon an SSI stock price achievement of \$10.00 per share; 25% upon an SSI stock price achievement of \$15.00 per share; and 25% upon an SSI stock price achievement of \$20.00 per share. Additionally, even if the share price targets are achieved, no options are exercisable during the first year of employment. Assuming share price targets are met, you may exercise up to, but no more than, one-third of this award upon the first anniversary date of your hire. A second third may be exercised upon your second anniversary date, and the final third upon your third anniversary date, assuming share price targets are met each of the years. The award has a 10-year term.
- **Benefits:** During the term of your employment with the Company, you will receive all benefits customarily provided by the Company to its similarly situated employees. The Company shall have the right in its sole discretion to modify or eliminate any benefits provided to its associates. A Summary of your Benefits is included with the hard copy package that is mailed to you.
- **Vacation (PTO):** You will accrue 4 weeks of Paid Time Off (PTO) annually.
- **Holiday Shutdown:** All Company operations will shut down the week of December 24-28, 2012. During this time you will not be paid, but will be eligible for two additional floating holidays that you can take at any point in calendar year 2012.
- **Covenants and Conditions:** You agree to the covenants and conditions as listed in Exhibit A attached. Please print two (2) copies of this offer letter and of Exhibit A, sign both, and email or fax one copy to Heather Rundquist at (920) 993-4304. Please retain a copy for your files. Then, please bring an original Exhibit A and an original signed offer letter with you when you start.

- **Severance:** Should your employment be terminated for reasons other than “cause”, and assuming you are in this role or in a role at an equivalent level upon termination, you will be eligible to receive the standard severance package for your execute level which includes one (1) year of severance based on your current annual salary at the date of termination. The severance payment is contingent upon your execution of a written separation agreement (including a general release of claims) in a form acceptable to the Company within thirty (30) days of the date of your termination and will be paid to you in accordance with the Company’s regular payroll practices over the one-year period following such termination.
- **Definition of “Cause”:** Definition of “Cause”: “Cause” shall mean any of the following: (1) Employee has materially breached any agreement to which Employee and the Company are parties or any Company policy (including the Company’s policy against unlawful harassment), or has materially breached any other obligation or duty owed to the Company, including, but not limited to, Employee’s substantial failure or willful refusal to perform his duties and responsibilities to the Company; (2) Employee has committed gross negligence, willful misconduct or any violation of law in the performance of Employee’s duties for the Company; (3) Employee has taken any action substantially likely to result in discredit to or loss of business, reputation or goodwill of the Company; (4) Employee has failed to follow reasonable instructions from the Board, officer, body or other entity or individual to whom Employee reports concerning the operations or business of the Company; (5) Employee has been convicted of or pled nolo contendere to a felony or other crime, the circumstances of which substantially relate to Employee’s employment duties with the Company; (6) Employee has misappropriated funds or property of the Company or engaged in any material act of dishonesty; (7) Employee has attempted to obtain a personal profit from any transaction in which the Company has an interest, and which constitutes a corporate opportunity of the Company, or which is adverse to the interests of the Company, unless the transaction was approved in writing by the Company’s Board after full disclosure of all details relating to such transaction. For the purposes of this definition of “Cause,” no act or failure to act on Employee’s part will be deemed “willful” unless done or omitted to be done, by the Employee in bad faith.
- **In addition:** You also warrant and represent to School Specialty, Inc. that as of the date of this employment offer, you are not subject to any employment, consulting, service agreement or any restrictive covenants or agreements of any type, which would conflict or prohibit you from fully carrying out the duties of the position being offered to you. In addition, you warrant and represent to School Specialty, Inc. that you have not and will not retain or use for the benefit of School Specialty, Inc. any confidential information, records, trade secrets or other property of a former employer.

Patrick T. Collins
August 16, 2012

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Pat, on behalf of all of us at School Specialty, Inc. we are very much looking forward to the value you will bring to this role. Should you have any questions, please do not hesitate to contact me directly at (920) 882-5800.

Sincerely,

Michael Lavelle
President and CEO
School Specialty, Inc.

cc: Corporate Human Resources

I, /s/ Patrick T. Collins, accept the terms as outlined in this offer of employment
(Printed Name)

Patrick T. Collins

8/20/12

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of February 27, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,

and

PREMIER AGENDAS, INC.,

as Borrowers,

SELECT AGENDAS, CORP.,

FREY SCIENTIFIC, INC.,

and

SAX ARTS & CRAFTS, INC.,

as Guarantors,

THE LENDERS,

as defined herein,

and

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and as Collateral Agent

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**SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

This Senior Secured Super Priority Debtor-in-Possession Credit Agreement is dated as of February 27, 2013, and is entered into by and among School Specialty, Inc., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc. a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc. and Sax Arts & Crafts, Inc., each a Delaware corporation, each as a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor hereunder and party hereto from time to time in accordance with Section 5.11, each of the lenders appearing on the signature pages hereof, together with such other lenders as may from time to time become a party to this Agreement pursuant to the terms and conditions of Article VIII hereof (collectively, the "Lenders"), and U.S. Bank National Association ("U.S. Bank"), in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"), and in its separate capacity as collateral agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent" and, collectively with the Administrative Agent, the "Agent").

RECITALS:

A. The Borrowers and Guarantors (other than Select Agendas, Corp.) have commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

B. The Bankruptcy Court has entered an Interim Order pursuant to which Administrative Agent and Lenders may make post-petition term loans to Borrowers secured by substantially all the assets and properties of the Obligors as set forth in the Interim Order or Final Order, as applicable, and this Agreement.

C. The Interim Order or Final Order, as applicable, provides that as a condition to the making of such post-petition term loans, Borrowers shall execute and deliver this Agreement.

D. Borrowers have requested that the Lenders make post-petition term loans to Borrowers, and the Lenders are willing to do so, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in the preamble have the meanings therein assigned to them;
- (b) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (c) The following terms have the meanings given to them in the applicable UCC: “commodity account”, “commodity contract”, “commodity intermediary”, “deposit account”, “entitlement holder”, “entitlement order”, “equipment”, “financial asset”, “general intangible”, “goods”, “instruments”, “investment property”, “money”, “securities account”, “securities intermediary” and “security entitlement”;
- (d) titles of articles, sections, clauses, exhibits, schedules and annexes contained in any Loan Document are without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto;
- (e) the terms “herein”, “hereof” and similar terms refer to this Agreement as a whole;
- (f) in the computation of periods of time from a specified date to a later specified date in any Loan Document, the terms “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including”;
- (g) in any other case, the term “including” when used in any Loan Document means “including without limitation”;
- (h) the term “documents” means all writings, however evidenced and whether in physical or electronic form, including all documents, instruments, agreements, notices, demands, certificates, forms, financial statements, opinions and reports;
- (i) the term “incur” means incur, create, make, issue, assume or otherwise become directly or indirectly liable in respect of or responsible for, in each case whether directly or indirectly, and the terms “incurrence” and “incurred” and similar derivatives shall have correlative meanings;
- (j) all references to a time of day shall refer to such time of day in New York, New York;
- (k) references in this Agreement to an Exhibit, Schedule, Article, Section or clause refer to the appropriate Exhibit or Schedule to, or Article, Section or clause in, this Agreement;

(l) references in any Loan Document, to (A) any agreement shall include, without limitation, all exhibits, schedules, appendixes and annexes to such agreement and, unless the prior consent of any Secured Party required therefor is not obtained or such modification or replacement is not permitted under this Agreement, any modification to any term of such agreement and any replacement thereof, and (B) any statute shall be to such statute as modified from time to time and to any successor legislation thereto, in each case as in effect at the time any such reference is operative;

(m) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP (except for the term “property”, which shall be interpreted as broadly as possible, including, in any case, cash, securities, other assets, rights under contractual obligations and Permits and any right or interest in any property, the terms “property” and “assets” to have the same meaning); and

(n) all accounting terms, unless otherwise specified, shall be deemed to refer to Persons and their Subsidiaries on a consolidated basis in accordance with GAAP.

“2011 Convertible Subordinated Debenture Documents” means the 2011 Convertible Subordinated Debentures, the 2011 Convertible Subordinated Debenture Indenture and all other documents, instruments and agreements relating thereto, in each case amended, modified or supplemented from time to time in accordance with the provisions of this Agreement.

“2011 Convertible Subordinated Debenture Indenture” means the Indenture dated as of March 1, 2011 between the Administrative Borrower and The Bank of New York Mellon Trust Company, N.A., as amended, modified or supplemented from time to time in accordance with the provisions of this Agreement.

“2011 Convertible Subordinated Debentures” means those 3.75% Convertible Subordinated Debentures of the Administrative Borrower due 2026.

“ABL DIP Agent” means, collectively, the administrative agent and the co-collateral agents under the ABL DIP Credit Agreement, or any of them, as the context may require.

“ABL DIP Credit Agreement” means the Senior Secured Debtor-In-Possession Credit Facility, dated as of January 31, 2013, by and among the borrowers and guarantors named therein, Wells Fargo Capital Finance, LLC, as agent, and the lenders party thereto from time to time, as amended, restated, modified or supplemented from time to time in accordance with the Intercreditor Agreement.

“ABL DIP Credit Commitment” means, with respect to each ABL DIP Credit Lender, the obligation of such ABL DIP Credit Lender to make ABL DIP Credit Loans and participate in the Letters of Credit, as contemplated by and pursuant to the ABL DIP Credit Agreement, or the aggregate amount of such obligation as in effect from time to time, as the context may require.

“ABL DIP Credit Documents” means, collectively, (i) the ABL DIP Credit Agreement and (ii) each other Loan Document (as defined in the ABL DIP Credit Agreement).

“ABL DIP Credit Lender” means all lenders party to the ABL DIP Credit Agreement having Revolving Commitments, or holding outstanding ABL DIP Credit Loans, under the ABL DIP Credit Agreement

“ABL DIP Credit Loans” means the ABL DIP Credit Loans made by the lenders under the ABL DIP Credit Agreement to the Borrowers pursuant to the ABL DIP Credit Agreement.

“ABL DIP Credit Obligations” means the ABL DIP Credit Loans, all LC Obligations and all other “Obligations” under and as defined in ABL DIP Credit Agreement.

“ABL DIP Credit Priority Collateral” means “ABL Priority Collateral” under and as defined in the Intercreditor Agreement.

“Accelerated Learning Business” means the Accelerated Learning Business Segments, collectively and taken as a whole.

“Accelerated Learning Business Segments” means the collective reference to, and individually any one of, (i) the Delta Business, (ii) the Reading Business, (iii) the Health Business and (iv) the Planner Business.

“Acceptable Cash Management System” has the meaning set forth in Section 5.12.

“Account Debtor” means any Person who is obligated on an Account, chattel paper, or a general intangible.

“Accounts” means all “accounts,” as such term is defined in the UCC, now owned or hereafter acquired by any Obligor, including (a) all accounts receivable, other receivables, rentals, book debts and other forms of obligations (other than, except in the case of rentals, forms of obligations evidenced by chattel paper or instruments), (including any such obligations that may be characterized as an account or contract right under the UCC), (b) all of each Obligor’s rights in, to and under all purchase orders or receipts for goods or services, (c) all of each Obligor’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to any Obligor for property Disposed of, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Obligor or in connection with any other transaction (whether or not yet earned by performance on the part of such Obligor), and (e) all collateral security of any kind, now or hereafter in existence, given by any Account Debtor or other Person with respect to any of the foregoing.

“Additional Funding Dates” means not more than two dates after the Initial Borrowing and during the Availability Period on which the Borrowers may borrow Loans under this Agreement in accordance with clause (ii) of Section 2.1.

“Additional Mortgaged Property” has the meaning set forth in Section 5.11.

“Adequate Protection Obligations” shall mean “Adequate Protection Liens” as defined in the Interim Order or the Final Order, as applicable, 507(b) Claims (as defined in the Interim Order or the Final Order, as applicable) and Adequate Protection Payments.

“Adequate Protection Payments” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Administrative Agency Fee” has the meaning set forth in Section 2.10(h).

“Administrative Agent” has the meaning set forth in the Preamble to this Agreement.

“Administrative Borrower” has the meaning set forth in the Preamble to this Agreement.

“Adjustment Date” has the meaning set forth in Section 8.12.

“Affiliate” means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, twenty percent (20%) or more of a Person, (b) each Person that Controls, is Controlled by or is under common Control with such Person, (c) each of such Person’s, officers, directors, joint venturers and partners and (d) the family members, spouses and lineal descendants of any of the foregoing. “Control” (and variations thereof, such as “Controlled”) of or with respect to a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term “Affiliate” shall in no event include the Agent or a Lender.

“Agent” has the meaning set forth in the Preamble to this Agreement.

“Agent Expenses” means (a) all reasonable costs and expenses (including taxes, and insurance premiums) required to be paid by an Obligor under any of the Loan Documents that are paid, advanced, or incurred by the Agent (for the sake of clarity, including both the Administrative Agent and the Collateral Agent, individually or collectively) or its Affiliates, (b) all reasonable fees or charges paid or incurred by the Agent or its Affiliates in connection with the Secured Parties’ transactions with any Obligors, including reasonable fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, litigation, and UCC searches and including searches with the applicable jurisdictions’ patent and trademark office and/or copyright office), filing, recording, publication, Appraisals, real estate surveys (including each Survey), real estate title policies and endorsements (including each Mortgage Policy), and environmental audits, and all other reasonable fees and charges associated with any the Mortgages and related matters, (c) all reasonable out-of-pocket costs and expenses incurred by the Agent in the disbursement of funds to any Obligor or Secured Parties (by wire transfer or otherwise), (d) all reasonable out-of-pocket charges paid or incurred by the Agent resulting from the dishonor of checks payable by or to any Obligor, (e) all out-of-pocket costs and expenses paid or incurred by the Agent (including attorney fees) to correct any default or enforce any provision of the Loan Documents, or after the occurrence of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (f) all reasonable out-of-pocket fees and

expenses (including travel, meals, and lodging) of the Agent, its Affiliates and/or its representatives, consultants, advisors or agents related to any inspections, examinations or audits of Obligors or the Collateral, (g) all out-of-pocket costs and expenses of third party claims or any other suit paid or incurred by the Agent (including attorney fees) in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or the Secured Parties' relationship with any Obligor, (h) the Agent's or its Affiliates' reasonable costs and expenses (including reasonable attorneys' and consultants' fees) incurred in advising, structuring, drafting, negotiating, reviewing, executing, interpreting, administering (including travel, meals, and lodging and reasonable fees, costs and expenses incurred in connection with Intralinks[®] or any other Platform), or syndicating, or modifying any term of or terminating any of, the Loan Documents, any commitment or proposal letter therefor, any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein (including, without limitation, any fees, costs or expenses paid or incurred by the Agent (or its Affiliates) with respect to any third party service providers (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses)), and (i) the Agent's costs and expenses (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses) incurred in amending, terminating, enforcing (including reasonable attorneys', accountants', consultants', and other agents' and advisors' fees and expenses incurred in connection with a "workout," a "restructuring," or an insolvency proceeding concerning any Obligor, or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit is brought, or in taking any remedial action concerning the Collateral, or in commencing, defending, conducting, intervening in, or taking any other action with respect to, any proceeding (including any bankruptcy or insolvency proceeding) related to any Group Member, Loan Document, Obligation or Related Transaction (or the response to and preparation for any subpoena or request for document production relating thereto).

"Agent Fee Letter" means that certain fee letter, dated as of the date hereof, between the Administrative Borrower and the Administrative Agent.

"Agent Firm" has the meaning set forth in Section 8.15.

"Agent's Liens" means the Liens granted by Obligors to the Collateral Agent under the Loan Documents.

"Agreement" means this Senior Secured Super Priority Debtor-in-Possession Credit Agreement, as it may be modified, supplemented, amended or restated from time to time.

"Anti-Terrorism Law" means any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, the International Economic Emergency Powers Act, the Trading with the Enemy Act, or any other statute, executive order or other authority administered by the Office of Foreign Assets Control in the United States Department of the Treasury.

“Applicable Law” means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, license, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

“Applicable Margin” means, in respect of any date, 10.0% per annum.

“Applicant” has the meaning set forth in Section 8.12.

“Application Event” means the occurrence of any Event of Default and the exercise thereupon by the Administrative Agent of any of the remedies described in Section 7.2.

“Appraisal” means any appraisal acceptable to the Administrative Agent of Collateral, delivered to the Administrative Agent in connection herewith.

“Approved Budget” means the initial budget (a copy of which is attached as Exhibit H), approved by the Borrowers and the Lenders prior to the Closing Date, projecting operations for the ensuing six-month period and including, without limitation, (i) a thirteen-week cash flow forecast, (ii) a six-month consolidated balance sheet, income statement and statement of cash flows, and (iii) income statements by Business Segment; such thirteen-week cash flow forecast to be updated (in substantially the same format as the prior thirteen-week cash flow forecast) monthly by Borrowers in accordance with Section 5.1(y), submitted to Administrative Agent and, upon acceptance by the Administrative Agent (as directed by the Required Lenders in their sole discretion), the prior Approved Budget, as modified by the updated thirteen-week cash flow forecast shall constitute the then Approved Budget.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee” means an Applicant to whom all or a portion of the rights of a Lender have been assigned pursuant to and in accordance with Section 8.12.

“Assignment” means the assignment of all or a portion of the rights of a Lender to an Assignee pursuant to and in accordance with Section 8.12.

“Assignment Certificate” has the meaning set forth in Section 8.12.

“Auction” has the meaning set forth on Schedule 5.18.

“Availability Period” means the period from and including the date of entry of the Final Order up to but excluding the Termination Date.

“Available Net Assets” has the meaning set forth in Section 9.4.

“Avoidance Actions” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Bank Product” means any one or more of the following financial products or accommodations extended to School Specialty or its Subsidiaries: (a) credit cards (including commercial credit cards (including so-called “procurement cards” or “P-cards”)), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) cash management services, or (f) transactions with respect to Rate Hedging Obligations, Commodity Hedging Obligations, FX and Currency Option Obligations.

“Bank Product Agreements” means those agreements entered into from time to time by School Specialty or its Subsidiaries in connection with the obtaining of any Bank Products.

“Bankruptcy Code” means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. Section 101, et seq.) as now and hereafter in effect, or any applicable successor statute.

“Bankruptcy Court” means the United States Bankruptcy Court in the District of Delaware.

“Base LIBOR Rate” has the meaning set forth in the definition of “LIBOR Rate”.

“Bayside” has the meaning set forth in Section 2.8(a).

“Bayside DIP Credit Agreement” has the meaning set forth in Section 2.8(a).

“Bayside DIP Obligations” has the meaning set forth in Section 2.8(a).

“Blocked Person” has the meaning set forth in Section 4.23(b).

“Borrowers” has the meaning set forth in the Preamble to this Agreement.

“Borrowing Base Certificate” means a borrowing base certificate of the Administrative Borrower required pursuant to the ABL DIP Credit Agreement, certified on behalf of the Administrative Borrower by its chief financial officer or chief executive officer.

“Business Day” means any day other than a Saturday or Sunday on which national banks are required to be open for business in New York, and, in addition, if such day relates to the fixing of a LIBOR Rate, a day on which dealings in U.S. dollar deposits are carried on in the London interbank eurodollar market.

“Business Segment Financial Statements” means the consolidated and consolidating monthly, quarterly and annual financial statements, including, in the case of clauses (w), (x) and (y) below, balance sheets, income statements, and statements of capital expenditures, retained earnings and shareholders’ equity, and Product Development Expense, and (in the case of clause (z) below) statements of revenue, gross margin, capital expenditures, and Product Development Expense, in any event in no less a level of detail than the financial statements provided to the Agent prior to the Closing Date, reflecting the performance of (w) the Accelerated Learning Business (accompanied by reconciling information in detail reasonably satisfactory to the Agent (at the direction of the Required Lenders) for any Reconcilable Inclusions with respect to the Accelerated Learning Business), (x) the Educational Resources Business, (y) each Business Segment on a standalone basis (accompanied, in the case of the Planner Business, by reconciling

information in detail reasonably satisfactory to the Agent (at the direction of the Required Lenders) for any Reconcilable Inclusions with respect to the Planner Business), and (z) each Delta Business Sub-Segment on a standalone basis.

“Business Segments” means, collectively, each Accelerated Learning Business Segment and each Educational Resources Business Segment.

“Canadian Employee Benefits Plan” means any employee benefit, pension, retirement or other equivalent or analogous plan or program established, maintained or contributed to by a Group Member in each case covering employees or former employees in Canada.

“Capital Adequacy Rule” has the meaning set forth in Section 2.12(b)(ii).

“Capital Adequacy Rule Change” has the meaning set forth in Section 2.12(b)(iii).

“Capital Expenditures” means, for any period, the aggregate of all expenditures by the Borrowers and the other Obligors during such period that are capital expenditures as determined on a consolidated basis in accordance with GAAP, whether such expenditures are paid in cash or financed.

“Capitalized Lease Liabilities” of any Person means all monetary obligations of such Person under any leasing or similar arrangement that, in accordance with GAAP, would be classified as a capitalized lease, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

“Carson-Dellosa Drag-Along Sale” means a Disposition of the entirety of the Obligors’ Equity Interests in Carson-Dellosa Publishing, LLC pursuant to the exercise by the CJE Members (as defined in the Operating Agreement of Carson-Dellosa Publishing, LLC) of their drag-along rights (under and pursuant to Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC) so as to require the Obligors to Dispose of such Equity Interests in accordance with the terms of Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC.

“Carve-Out” has the meaning set forth in the Interim Order or the Final Order, as applicable.

“Cash Dominion Event” means the occurrence of any of the events of circumstances described in clauses (i) through (iv) of the definition of “Triggering Event” in the Intercreditor Agreement (as in effect on the date hereof).

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one hundred and eighty (180) days from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States, or any political subdivision of any such state or any public instrumentality thereof maturing within one hundred and eighty (180) days from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor’s Rating Group or Moody’s Investors Service, Inc., (c)

certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within one hundred and eighty (180) days from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$250,000,000, (d) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (c) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, and (e) repurchase obligations of any commercial bank satisfying the requirements of clause (c) of this definition or recognized securities dealer having combined capital and surplus of not less than \$250,000,000, having a term of not more than seven (7) days, with respect to securities satisfying the criteria in clauses (a) or (c) above.

“Cash Management Account” means all of the depository and operating accounts of the Borrowers, including those specified on Schedule 4.15, as it may be hereafter supplemented and amended, all of which accounts shall be subject to a Control Agreement in favor of the Collateral Agent.

“CERCLA” means the United States Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.).

“CFC” means a controlled foreign corporation (as that term is defined in Section 957 of the IR Code).

“Change of Control” means (a) an event or series of events by which:

(i) any “person” or “group” (as such terms are used in Section 13(d) and 14 (d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the “beneficial owner” (as defined in Rules 13-d and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all Equity Interests that such person or group has the right to acquire (such right, an “option right”), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of thirty-five percent (35%) of the Equity Interests of the Administrative Borrower entitled to vote for members of the board of directors or equivalent governing body of the Administrative Borrower on a fully diluted basis (and taking into account all such securities that such person or group has the right acquire pursuant to any option right); or

(ii) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Administrative Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period or whose election or nomination to that board or equivalent governing body was approved by individuals referred to in this clause (i) constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (ii) whose election or

nomination to that board or other equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority vote of the board or equivalent governing body (excluding, in the case of any member of the board of directors other than any member in office on the Closing Date, any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors); and

(b) any “Change in Control” or “Fundamental Change” or analogous event to similar effect (as such term, or any analogous term to similar effect or use, is defined in the ABL DIP Credit Documents or in any agreement governing any Debt that is subordinated or junior to the Obligations or any similar term or event thereunder) shall occur.

“Chapter 11 Cases” means the Chapter 11 Cases of Borrowers which are being jointly administered under the Bankruptcy Code and are pending in the Bankruptcy Court.

“Closing Date” means the date following the entry of the Interim Order by the Bankruptcy Court on which all of the conditions precedent to the closing of the transactions contemplated hereby are satisfied or waived in accordance with Section 3.1 and Section 3.2 and this Agreement shall have become effective pursuant to the provisions of Section 10.9.

“Collateral” means all assets and interests in assets and proceeds and products thereof now owned or hereafter acquired by any Obligor including, without limitation, all capital stock and other ownership interests (except, in the case of voting Equity Interests in a CFC, only 65% of such voting Equity Interests of such CFC would be required to be pledged if the pledge of a greater percentage would result in material adverse tax consequences), all promissory notes and the proceeds and products of each of the foregoing and, and, upon the entry of the Final Order, proceeds of all Avoidance Actions.

“Collateral Agent” has the meaning set forth in the Preamble to this Agreement.

“Collateral Access Agreement” means a waiver, subordination or acknowledgement agreement from (a) any lessor of any real property where any Obligor’s books and records relating to the Collateral are located, or (b) any other Person in possession of, having a Lien upon, or having rights or interests in, any Obligor’s property or assets (including, without limitation, books and records, equipment, and Inventory), in each case, in form and substance reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders).

“Commitments” means, with respect to each Lender, the amount of the Commitment set forth opposite such Lender’s name on Schedule 1.1.1 hereof, or below such Lender’s signature on an Assignment Certificate executed by such Lender, or as the context may require, the obligation of such Lender to make Loans, as contemplated by this Agreement.

“Commitment Amount” means, as at any time of determination, the aggregate amount of the Commitments of all Lenders at such time, which amount as of the Closing Date is \$155,000,000.

“Committees” means, collectively, the official committee of unsecured creditors and any other committee formed, appointed or approved in any Chapter 11 Case.

“Commodity Hedging Obligations” means any and all obligations of the Group Members under (a) any and all agreements, devices or arrangements designed to protect any Group Member from the fluctuations of commodity prices, commodity price cap or collar protection agreements, and commodity forward and future contracts, swaps, options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Communications” has the meaning set forth in Section 10.3(b).

“Compliance Certificate” means a certificate in the form of Exhibit A, duly completed and signed by the chief executive officer or the chief financial officer of the Administrative Borrower.

“Consigned Goods” has the meaning set forth in Section 5.13.

“Constituent Documents” means, with respect to any Person, collectively and, in each case, together with any modification of any term thereof, (a) the articles of incorporation, certificate of incorporation, constitution or certificate of formation of such Person, (b) the bylaws, operating agreement or joint venture agreement of such Person, (c) any other constitutive, organizational or governing document of such Person, whether or not equivalent, and (d) any other document setting forth the manner of election or duties of the directors, officers or managing members or comparable managers of such Person or the designation, amount or relative rights, limitations and preferences of any Equity Interests of such Person.

“Contingent Obligation” means any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt, lease, dividend or other obligation (“primary obligations”) of another obligor (“primary obligor”) (excluding the guarantee of operating leases) in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligations of such Person to pay a specified purchase price for goods or services, whether or not delivered or accepted (i.e., take-or-pay and similar obligations) or regardless of any other nonperformance by any other party to an agreement (except trade accounts payable arising in the ordinary course of business that are not past due by more than sixty (60) days from the due date); and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth solvency or any other financial condition of the primary obligor, (iv) to advance funds to, or purchase property or services from, any other Person in order to maintain any financial condition of such Person, or (v) otherwise for the purpose of assuring the ability of the primary obligor to perform a primary obligation or to assure or hold harmless the holder of any primary obligation against loss in respect thereof; provided that reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn shall not constitute Contingent Obligations. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

“Control” has the meaning set forth in the definition of “Affiliate”.

“Control Agreement” means a control agreement, in form and substance satisfactory to the Administrative Agent (at the direction of the Required Lenders), executed and delivered by the applicable Obligor, the Collateral Agent, and the applicable securities intermediary (with respect to a securities account) or bank (with respect to a deposit account, including a Cash Management Account).

“Control Person” has the meaning set forth in Section 4.19.

“Controlled Group” means the Administrative Borrower, each of its Subsidiaries and each other Person which is a member of a “controlled group of corporations” under “common control,” an “affiliated service group” or required to be aggregated with the Administrative Borrower under Section 414(b), (c), (m) or (o) of the IR Code or Section 4001(a)(14) of ERISA.

“Copyright Security Agreement” means a Copyright Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Debt” of any Person means, without duplication:

- (a) all indebtedness and other obligations of such Person for borrowed money (including the Loans) whether senior or subordinated;
- (b) all obligations of such Person evidenced by bonds, debentures, notes, reimbursement agreements, recourse agreements or other similar instruments;
- (c) all obligations of such Person to pay the deferred purchase price of property or services (including, without limitation, accounts payable), except trade accounts payable arising in the ordinary course of business that are not past due by more than sixty (60) days from the due date;
- (d) all Capitalized Lease Liabilities and Synthetic Lease Liabilities and Sale/Leaseback Liabilities of such Person;
- (e) all obligations or other liabilities of others secured by a Lien on any asset of such Person, whether or not such obligations or other liabilities are assumed by such Person;
- (f) all Debt of others guaranteed (or intended to be guaranteed) by such other Person (whether directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse);

(g) any exposure under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the applicable Hedge Agreement were terminated on the date of determination);

(h) reimbursement and other obligations with respect to letters of credit and other documentary credits, bankers acceptances and/or other financial products whether drawn or undrawn, contingent or otherwise (other than reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn);

(i) indebtedness and other obligations attributable to factoring, securitization or analogous transactions;

(j) all contingent or unfunded liabilities under any ERISA Plan, Pension Plan or other employee benefit plan or pension;

(k) Disqualified Equity Interests of such Person; and

(l) all Contingent Obligations of such Person not otherwise described above.

For purposes of this definition, (i) the amount of any Debt represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Debt, and (ii) the amount of any Debt which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

“Default” means an event that, with giving of notice or passage of time or both, would constitute an Event of Default.

“Default Rate” has the meaning set forth in Section 2.3.

“Defaulting Lender” has the meaning set forth in Section 2.19.

“Delta Business” means the Delta Business Sub-Segments collectively and taken as a whole.

“Delta Business Sub-Segments” means the collective reference to, and individually any one of, (i) Delta/FOSS, (ii) Frey Scientific, and (iii) Other Science Products.

“Delta/FOSS” means the Delta and Refurbishment marketing units that are a sub-segment of the Delta Business that offers an inquiry-based elementary and middle school science curriculum, including instructional and classroom resources and hands-on investigation materials, the Delta Science Module program, the FOSS (Full Option Science System) program and kit refill materials.

“Disclosure Statement Motion” has the meaning set forth in Schedule 5.18.

“Disposition” means any sale, transfer, lease, licensing, assignment, rental or other disposition of any asset, interest or property. “Dispose” has a correlative meaning.

“Disqualified Equity Interests” means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is one hundred and eighty (180) days after the Maturity Date.

“DIP Liens” has the meaning ascribed to it in the Interim Order or the Final Order, as applicable.

“DIP Order” means the Interim Order or the Final Order, as applicable under the circumstances.

“Dollars” or “\$” means United States dollars.

“Educational Resources Administrator” means the category within the Educational Resources Segment that offers basic classroom supplies, office products, janitorial and sanitation supplies, school equipment, technology products and paper.

“Educational Resources Business” means the Educational Resources Business Segments, collectively and taken as a whole.

“Educational Resources Business Segments” means the collective reference to, and individually any one of, (i) Educational Resources Educator, (ii) Educational Resources Administrator, and (iii) Educational Resources Furniture.

“Educational Resources Educator” means the category within the Educational Resources Segment that offers supplemental learning materials, teaching resources, upper-grade-level art supplies, early childhood products, physical education equipment and special needs equipment and classroom technology.

“Educational Resources Furniture” means the category within the Educational Resources Segment that offers classroom furniture, library furniture, cafeteria furniture, office furniture, fixed furniture such as bleachers and lockers, as well as construction and project management services.

“Eligible Assignee” means any Person to whom it is permitted to assign Loans and, if applicable, Commitments pursuant to Section 8.12.

“Environmental Laws” means all Requirements of Law and Permits imposing liability or standards of conduct for or relating to the regulation of Hazardous Substances and/or the protection of human health, safety, the environment and natural resources, including CERCLA, the SWDA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 et seq. (commonly known as “Proposition 65”), all regulations promulgated under any of the foregoing, all analogous Requirements of Law and Permits and any environmental transfer of ownership notification or approval statutes, including the Industrial Site Recovery Act (N.J. Stat. Ann. §§ 13:1K-6 et seq.).

“Environmental Liabilities” means all Liabilities (including costs of Remedial Actions, natural resource damages and costs and expenses of investigation and feasibility studies) that may be imposed on, incurred by or asserted against any Group Member as a result of, or related to, any claim, suit, action, investigation, proceeding or written demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law or otherwise, arising under any Environmental Law or in connection with any environmental condition or with any Release and resulting from the ownership, lease, sublease or other operation or occupation of property by any Group Member, whether on, prior or after the date hereof.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest, but does not include the 2011 Convertible Subordinated Debentures.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any rule or regulation thereunder.

“ERISA Event” means (a) the existence of a condition or event with respect to an ERISA Plan that presents a risk either of the imposition of an excise tax or any other liability on any Group Member or of the imposition of a Lien on any portion of the assets of any Group Member or Controlled Group member; (b) the engagement by a Controlled Group member in a non-exempt “prohibited transaction” (as defined under Section 406 of ERISA or Section 4975 of the IR Code) or a breach of a fiduciary duty under ERISA that could reasonably be expected to result in liability to any Group Member; (c) the application by a Controlled Group member for a waiver from the minimum funding requirements of Section 412 of the IR Code or Section 302 of ERISA or a Controlled Group member is required to provide security under Section 401(a)(29) of the IR Code or Section 307 of ERISA or the failure to meet the minimum funding standards of Section 412 of the IR Code or Section 302 of ERISA with respect to any ERISA Plan, or the failure to make a required installment under Section 430(j) of the IR Code to any ERISA Plan or any required contribution to any Multiemployer Plan; (d) the occurrence of a Reportable Event with respect to any Pension Plan; (e) the withdrawal by a Controlled Group member from a

Multiemployer Plan in, or the incurrence of any potential liability by a Controlled Group member in connection with, a “complete withdrawal” or a “partial withdrawal” (as such terms are defined in Sections 4203 and 4205 of ERISA, respectively); (f) the involvement of, or occurrence or existence of any event or condition that results in the involvement of, a Multiemployer Plan in any reorganization or insolvency under Section 4241 or Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or Section 4042 of ERISA; (g) the failure, as determined in writing by the Internal Revenue Service or Treasury Department, of an ERISA Plan (and any related trust) that is intended to be qualified under Sections 401 and 501 of the IR Code to be so qualified or the failure, as determined in writing by the Internal Revenue Service or Treasury Department, of any “cash or deferred arrangement” under any such ERISA Plan to meet the requirements of Section 401(k) of the IR Code; (h) the taking by the PBGC of any steps to terminate a Pension Plan (other than steps associated with a standard termination under Title IV of ERISA) or to appoint a trustee to administer a Pension Plan, or the taking by a Controlled Group member of any steps to terminate a Pension Plan; (i) the failure by a Controlled Group member or an ERISA Plan to satisfy any requirement of law applicable to an ERISA Plan if such failure could reasonably be expected to result in material liability to any Group Member; (j) the commencement, existence or threatening of a claim, action, suit, audit or investigation with respect to an ERISA Plan, other than a routine claim for benefits; or (k) any incurrence by a Controlled Group member of any liability for post-retirement benefits under any Welfare Plan, other than as required by Applicable Law, including Section 601 of ERISA, et. seq. or Section 4980B of the IR Code.

“ERISA Plan” means an “employee benefit plan” (within the meaning of Section 3(3) of ERISA) that is, or within the six years preceding any date of determination has been, sponsored, maintained or contributed to, or for which there was an obligation to contribute to, by a Controlled Group member or with respect to which any Controlled Group may have any liability.

“Escrow Account” means an interest bearing escrow account established pursuant to the Escrow Agreement and held at the Escrow Agent.

“Escrow Agent” means a financial institution reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders).

“Escrow Agreement” means an escrow agreement among the Escrow Agent, the Borrowers, Bayside and the Administrative Agent, in form and substance reasonably satisfactory to the Required Lenders.

“Escrow Release Order” has the meaning set forth in Section 2.8(b).

“Escrowed Payments” has the meaning set forth in Section 2.8(a).

“Event of Default” has the meaning set forth in Section 7.1.

“Excluded Taxes” means, with respect to the Administrative Agent and any Lender (the Administrative Agent and any Lender, for purposes of this definition, a “Recipient”), (a) income or franchise Taxes imposed on (or measured by) its net income (i) by any Governmental Authority or other authority, or by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of a Lender, in which its

applicable lending office is located or (ii) as a result of a present or former connection between such person and the jurisdiction imposing such Tax (other than connections solely arising from such person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned any interest in any Loan or Loan Document), (b) any branch profits Taxes imposed (i) by any Governmental Authority or any similar Tax imposed by any other jurisdiction in which the Recipient is located or (ii) as a result of a present or former connection between such person and the jurisdiction imposing such Tax (other than connections solely arising from such person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold assigned an interest in any Loan or Loan Document), (c) in the case of a Lender that is not a “United States person” as defined under Section 7701 of the IR Code, any United States federal withholding Tax that is imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that, pursuant to [Section 2.11](#), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, and (d) U.S. backup withholding Tax.

“[Extended Funding Dates](#)” means not more than two dates after the Initial Borrowing and during the Availability Period on which the Borrowers may borrow Loans under this Agreement in accordance with clauses (iii) and (iv) of [Section 2.1](#).

“[Extended Funding Test Period](#)” has the meaning set forth in [Section 3.3\(a\)](#).

“[Extraordinary Receipts](#)” means any cash received after the Closing Date by any Group Member not in the ordinary course of business (and not consisting of proceeds from the Disposition of, or any casualty or condemnation with respect to, Inventory, equipment or Real Property) consisting of (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than amounts representing the reimbursement of out-of-pocket costs and expenses incurred after the Closing Date with respect to third-party claims and other than collections of Accounts in the ordinary course of business), (b) indemnity payments or purchase price adjustments (other than a working capital adjustment) received in connection with any purchase agreement (other than amounts representing the reimbursement of out-of-pocket costs and expenses incurred after the Closing Date with respect to third-party claims), or (c) tax refunds or rebates (other than commodity tax and research and development refunds and credits).

“[FATCA](#)” means Sections 1471-1474 of the IR Code in effect as of the date hereof or any amended or successor version and any current or future Treasury regulations issued thereunder.

“[Federal Funds Rate](#)” means at any time an interest rate per annum equal to the weighted average of the rates for overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business

Day, the average of the quotations for such day for such transactions received by the Agent from three federal funds brokers of recognized standing selected by it, it being understood that the Federal Funds Rate for any day which is not a Business Day shall be the Federal Funds Rate for the next preceding Business Day.

“Fee Letters” means the Agent Fee Letter and the Lender Fee Letter.

“Field Review” has the meaning set forth in Section 5.2(a).

“Final ABL DIP Order” means, the Final Order (I) Authorizing Debtors To (A) Obtain Postpetition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(C)(1), 364(C)(3), 364(D)(1), 364(E) And 507, (B) Utilize Cash Collateral Pursuant To 11 U.S.C. § 363, (C) Grant Priming Liens And Superpriority Claims To The Dip Lenders, (D) Provide Adequate Protection To Prepetition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363 And 364, And (E) Use Cash Collateral And Proceeds Of The ABL Dip Facility To Repay Obligations Arising Under The Prepetition ABL Credit Agreement And (II) Granting Related Relief, in the form dated and signed February 25, 2013 by the Bankruptcy Court in connection with the Chapter 11 Cases of the Borrowers.

“Final Order” means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court which order shall be satisfactory in form and substance to the Required Lenders, in their sole discretion, and which order is in effect and not stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to Agent (at the direction of the Required Lenders in their sole discretion), which, among other matters but not by way of limitation, authorizes the Borrowers to obtain credit, incur (or guaranty) Debt, and grant Liens under this Agreement and the other Loan Documents, as the case may be, provides for the super-priority of Agent’s, Collateral Agent’s and Lenders’ claims and authorizes the use of cash collateral.

“Frey Scientific” means the marketing unit that is a sub-segment of the Delta Business that offers a line of science supplies and equipment for k-12 classrooms and science labs, as well as lab design services and furniture.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“Funding Obligor” has the meaning set forth in Section 9.4.

“Funds Flow Memorandum” means, with respect to any Loan proposed to be borrowed under this Agreement on the Closing Date, a listing of Persons to whom the proceeds of the Loan are to be paid, the amounts to be paid to each such Person, and the account information and wiring instructions for each such Person; such listing to be agreed in writing between the Administrative Borrower and the Agent (at the direction of the Required Lenders) prior to the Closing Date.

“FX and Currency Option Obligations” means any and all obligations of the Group Members, whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under any and all agreements, devices or arrangements designed to protect any Group Member from variations in the comparative value of currencies, including foreign exchange purchase and future purchase transactions, currency options, currency swaps and cross currency rate swaps.

“GAAP” means generally accepted accounting principles as in effect in the United States and applied on a basis consistent with the accounting practices applied in the financial statements of the Group Members referred to in Section 4.5.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, commission, board, bureau, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank or other comparable authority or agency, and any arbitration tribunal to which any Obligor is subject.

“Group Members” means the Obligors and each of their respective Subsidiaries.

“Guarantor Obligations” has the meaning set forth in Section 9.3(a).

“Guarantors” means, collectively, all of the Subsidiaries of the Administrative Borrower as of the date hereof that are not Borrowers, and each additional Subsidiary of the Administrative Borrower that executes and delivers a Guaranty Supplement in favor of the Agent and the Secured Parties either at the time of execution of this Agreement or at any time hereafter pursuant to Section 5.11, but excludes Premier School Agendas, Ltd. so long as it is a CFC.

“Guaranty” means the guaranty by the Guarantors of the Obligations, as set forth in, and subject to the terms of, Article IX.

“Guaranty Supplement” has the meaning set forth in Section 5.8.

“Hazardous Substance” means any asbestos, urea-formaldehyde, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Laws.

“Health Business” means a segment of the Accelerated Learning Business that offers physical education and health solutions under the SPARK brand.

“Hedge Agreements” means the collective reference to Rate Hedging Obligations, Commodity Hedging Obligations, FX and Currency Option Obligations and all other financial contracts.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indemnitees” has the meaning set forth in Section 10.5.

“Initial Borrowing” has the meaning set forth in Section 2.2(a).

“Insolvency Proceeding” means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), or any other insolvency, debtor relief or debt adjustment law, including the Canada Business Corporations Act (Canada) where such statute is used by a person to propose an arrangement; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its property; or (c) an assignment or trust mortgage for the benefit of creditors.

“Intellectual Property” means all now existing or hereafter acquired Copyrights, Patents, Trademarks (as such terms are defined in the Security Agreement) and trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas, and all other proprietary information.

“Intellectual Property Security Agreement” means each Copyright Security Agreement, Patent Security Agreement, and Trademark Security Agreement.

“Intercompany Debt” means Debt owing by a Group Member to one or more other Group Members.

“Intercompany Subordination and Payment Agreement” means the Intercompany Subordination and Payment Agreement executed by each Obligor and each Non-Obligor in favor of the Agent and the Lenders, in the form of Exhibit F hereto, as the same may be amended, supplemented or restated from time to time.

“Intercreditor Agreement” means that certain Intercreditor Agreement, dated as of January 31, 2013, executed by Wells Fargo Capital Finance, LLC, in its capacity as administrative agent and co-collateral agent under the ABL DIP Credit Documents, and the Agent, as amended, restated, supplemented or otherwise modified from time to time, including any modifications of such agreement set forth in the Final Order and the Final ABL DIP Order (including Paragraph 31 thereof).

“Interest Period” means each period beginning on the first day, and ending on the last day, of each fiscal month, provided that the initial Interest Period shall commence on the Closing Date and end on March 31, 2013.

“Interim Order” means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Required Lenders, in their sole discretion, which, among other matters but not by way of limitation, authorizes, on an interim basis, Borrowers to execute and perform under the terms of this Agreement and the other Loan Documents.

“Inventory” means any “inventory,” as such term is defined in the UCC, now owned or hereafter acquired by any Obligor, wherever located, including inventory, merchandise, goods and other personal property that are held by or on behalf of any Obligor for sale or lease (or that are being leased and located within a state of the United States) or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, supplies or materials of any kind, nature or description used or consumed or to be used or consumed in such Obligor’s business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

“IR Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

“IRS” means the Internal Revenue Service of the United States.

“LC Obligations” means, as at any time of determination, the sum of (a) the aggregate undrawn face amount of all issued and outstanding Letters of Credit at such time and (b) the aggregate amount of all LC Reimbursement Obligations then outstanding.

“LC Reimbursement Obligation” means, for any Letter of Credit, the obligation of the Obligors or any of them to the issuer thereof, as and when matured, to pay (with proceeds of a ABL DIP Credit Loan or otherwise) all amounts drawn under such Letter of Credit.

“Lease” means a lease, license, concession, occupancy agreement or other agreement (written or oral, now or at any time in effect) which grants to any Person a possessory interest in, or the right to use, all or any part of a parcel of Real Property.

“Leased Real Property” means any leasehold interest in Real Property of any Obligor as lessee, sublessee or the like under any Lease.

“Lender” and “Lenders” have the meanings set forth in the Preamble to this Agreement.

“Lender Fee Letter” means that certain fee letter, dated as of the date hereof, among the Administrative Borrower and the Lenders.

“Letter of Credit” means each letter of credit issued pursuant to the ABL DIP Credit Documents.

“Liabilities” means all claims, actions, suits, judgments, damages, losses, liability, obligations and any related fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“LIBOR Rate” means a rate per annum equal to the greatest of (a) 1.5% per annum, (b) solely upon the occurrence and during the continuance of an Event of Default, the Prime Rate, and (c) the offered rate for deposits in Dollars for a period of three months as determined by the Administrative Agent from the Reuters Screen LIBOR01 Page as of approximately 11:00 a.m., New York, New York time, on the first day of each Interest Period, or if such day is not a Business Day, then on the first Business Day in the applicable fiscal month in which such Interest Period commences (to be applicable for each day in such Interest Period), or the rate for such deposits reasonably determined by the Administrative Agent at such time based on such other published service of general application as shall be selected by the Agent for such purpose; provided, that if the LIBOR Rate is not determinable in the foregoing manner, the Administrative Agent (at the direction of the Required Lenders) may determine the rate based on rates offered to the Administrative Agent for deposits in Dollars in the interbank eurodollar market at such time for delivery on the first day of the Interest Period for the number of days comprised therein. If the Board of Governors of the Federal Reserve System (or any successor) prescribes a reserve percentage (the “Reserve Percentage”) for “Eurocurrency liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended), then the above definition of LIBOR Rate shall be the “Base LIBOR Rate”, and “LIBOR Rate” shall mean: Base LIBOR Rate divided by (100% minus LIBOR Reserve Percentage). Each determination by the Administrative Agent of the applicable LIBOR Rate shall be conclusive and binding upon the parties hereto, in the absence of demonstrable error.

“LIBOR Reserve Percentage” means the Reserve Percentage adjusted by the Administrative Agent for expected changes in such reserve percentage during the applicable Interest Period.

“Lien” means any security interest, mortgage, pledge, lien, hypothecation, judgment lien or similar legal process, charge, encumbrance, title retention agreement or analogous instrument or device (including, without limitation, the interest of the lessors in connection with Capitalized Lease Liabilities and the interest of a vendor under any conditional sale or other title retention agreement).

“Loan Documents” means this Agreement, the Notes, the DIP Order, the Security Agreement, each Fee Letter, each Collateral Access Agreement, each Control Agreement, each Mortgage, each Intellectual Property Security Agreement, the Master Intercompany Note, the Intercompany Subordination and Payment Agreement, the Intercreditor Agreement, and all other loan documents now or hereafter given by any Group Member to the Administrative Agent, the Collateral Agent or any other Secured Party in connection with the foregoing and/or in connection with the obligations of the Borrowers or the Guarantors under this Agreement.

“Loan Party” means each Borrower and each Guarantor.

“Loans” means the loans made under this Agreement.

“Master Intercompany Note” means an omnibus promissory note evidencing all Intercompany Debt and pledged to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, all in form and substance satisfactory to the Administrative Agent.

“Material Adverse Effect” means, with respect to any event or circumstance, a material adverse effect on:

(a) the business, financial condition, assets, properties, liabilities, performance, operations, results of operations, prospects or material agreements of (i) the Obligors and their subsidiaries taken as a whole or (ii) the Accelerated Learning Business taken as a whole except for the filing, commencement and continuation of the Chapter 11 Cases and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom);

(b) any material portion of the Collateral, taken as a whole, or any material portion of the Collateral in or attributable to the Accelerated Learning Business taken as a whole, or in either case the value or saleability thereof, or the Agent’s Liens on the Collateral, or the enforceability, perfection or priority (as required by the Loan Documents) of such Liens;

(c) the ability of any Obligor to perform its obligations under the Loan Documents;

(d) the perfection or priority of the liens granted pursuant to the Loan Documents, the Interim Order or the Final Order; or

(e) the validity, enforceability or collectability of any Loan Document, the Interim Order or the Final Order, the Obligors’ respective obligations under any Loan Document, the Interim Order or the Final Order, or the rights and remedies of the Administrative Agent, the Lenders and the other Secured Parties under any Loan Document, the Interim Order or the Final Order.

Without limitation of the foregoing, it shall be a Material Adverse Effect if any Person who (x) is the CEO or CFO of the Administrative Borrower or the chief executive officer of the Accelerated Learning Business or the Educational Resources Business (or, in each case, an officer holding an equivalent title to any of the foregoing) or (y) otherwise exercises any direct control or influence over the management or management decisions of any Group Member, in each case, shall (i) be indicted or otherwise formally charged for or convicted of fraud, money laundering, embezzlement or any other felony, whether in the United States or in any foreign country or jurisdiction according to the Applicable Laws of such jurisdiction, or (ii) be or become a Blocked Person.

“Material Contract” means (i) each ABL DIP Credit Document, (ii) the agreements listed as items 1 and 2 in Part B of Schedule 4.11, and (iii) any contract or other arrangement to which any Group Member is a party (other than the Loan Documents) for which breach, nonperformance, cancellation or failure to renew would be reasonably likely to have a Material Adverse Effect.

“Maturity Date” means June 30, 2013.

“Maximum ABL DIP Credit Amount” means \$175,000,000.

“Maximum Available Net Assets” has the meaning set forth in Section 9.4.

“MD&A” means a customary Management Discussion and Analysis relating to financial statements acceptable in scope and form to the Administrative Agent.

“Milestones” has the meaning set forth in Section 5.18.

“Mortgage” means any mortgage on any real properties owned by any of the Obligor.

“Mortgage Policy” means any insurance policy on any real properties owned by any of the Obligor.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 3(37) or Section 4001(a)(13) of ERISA.

“Net Cash Proceeds” means, with respect to any Disposition by an Obligor of property or assets, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of an Obligor, in connection therewith after deducting therefrom only (a) the amount of any Debt secured by any Permitted Lien on any asset (other than (i) Debt owing to the Secured Parties under this Agreement or the other Loan Documents and (ii) Debt assumed by the purchaser of such asset) which is required to be, and is, and in the case of Debt under the ABL DIP Credit Documents is permitted by the Intercreditor Agreement to be, repaid in connection with such Disposition (in the case of deductions for repayment of Debt under the ABL DIP Credit Documents, only to the extent of the amount of such proceeds allocated to ABL Priority Collateral (as defined in, and in accordance with the terms of Section 3.5(c) of, the Intercreditor Agreement)), (b) reasonable fees, commissions, and expenses related thereto and required to be paid by an Obligor in connection with such Disposition, and (c) taxes paid or payable to any taxing authorities by an Obligor in connection with such Disposition, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of an Obligor, and are properly attributable to such transaction.

“Non-Consenting Lender” has the meaning set forth in Section 10.2.

“Non-Controlled Accounts” means any deposit account or securities account of an Obligor that is not subject to a Control Agreement.

“Non-Obligor” means each Group Member that is not an Obligor.

“Note” means a promissory note of the Borrowers payable to a Lender evidencing the Commitment of such Lender (as such promissory note may be amended, extended or otherwise modified from time to time) and also means each promissory note accepted by such Lender from time to time in substitution therefor or in renewal thereof.

“Notice of Borrowing” means a notice by the Administrative Borrower to the Administrative Agent in the form of Exhibit D, which includes or specifies (A) the date of such proposed borrowing (B) the amount of the borrowing (which must be in an amount not to exceed

the Commitment Amount at such time and (C) a certificate jointly from the chief financial officer and the chief restructuring officer of the Administrative Borrower certifying that, to the knowledge of the certifying officers, no Default or Event of Default has occurred and there is no fact, event or circumstance that could reasonably be expected to cause a Default or Event of Default.

“Notification” has the meaning set forth in Section 10.3(c).

“Obligations” means, collectively, all obligations and liabilities of the Obligors to the Agent, the Lenders and the other Secured Parties under this Agreement and all other Loan Documents, including without limitation obligations to pay principal, interest, fees, premiums, expenses and other amounts of whatever nature, Agent Expenses, and any such obligations that arise after the filing of a petition by or against any Obligor under the Bankruptcy Code (or under any other bankruptcy or insolvency laws), regardless of whether allowed as a claim in the resulting proceeding, even if the obligations do not accrue because of the automatic stay of Section 362 of the Bankruptcy Code (or under any other bankruptcy or insolvency laws) or otherwise.

“Obligors” means, collectively, the Borrowers and the Guarantors.

“Other Science Products” means the marketing units that are sub-segments of the Delta Business that offer grade 6-12 learning systems that integrate textbooks, equipment and technology under the CPO Science brand, a supplementary science curriculum under the NEO/SCI and SCIS brands, and a math curriculum, supplementary products and manipulatives primarily under the ThinkMath brand.

“Other Taxes” has the meaning specified in Section 2.11(b).

“Owned Real Property” means any fee interest of any Obligor in Real Property.

“Participant” means a Person holding a Participation.

“Participation” means a participation in all or a portion of the rights of a Lender, granted pursuant to and in accordance with Section 8.13.

“Patent Security Agreement” means a Patent Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Payee” has the meaning set forth in Section 2.11.

“PBGC” means the Pension Benefit Guaranty Corporation and any Person succeeding to any of its principal functions under ERISA.

“Pension Plan” means an ERISA Plan that is a “pension plan” (within the meaning of Section 3(2) of ERISA).

“Percentage” means, as to any Lender the amount of such Lender’s Commitment divided by the Total Commitment Amount or, if any such Commitments have been terminated, the aggregate outstanding principal amount of such Lender’s Loans divided by the aggregate outstanding principal amount of Loans of all Lenders.

“Permit” means, with respect to any Person, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Permitted Debt” means, provided that the incurrence thereof would not otherwise give rise to a Default under this Agreement:

- (a) Prepetition Indebtedness listed in Part A of Schedule 6.2;
- (b) Permitted PMM/Capital Lease Debt;
- (c) Intercompany Debt permitted under Section 6.3, evidenced by the Master Intercompany Note and subject to the Intercompany Subordination and Payment Agreement, and in the case of Intercompany Debt existing on the Closing Date, listed in Part B of Schedule 6.2;
- (d) the Loans and other Debt outstanding under this Agreement;
- (e) ABL DIP Credit Obligations outstanding from time to time under the ABL DIP Credit Agreement, in an aggregate amount not to exceed at any time the Maximum ABL DIP Credit Amount;
- (f) [Reserved];
- (g) [Reserved];
- (h) endorsement of instruments or other payment items for deposit;
- (i) Debt consisting of unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with dispositions of business units permitted by Section 6.5;
- (j) [Reserved];
- (k) Debt permitted to be incurred in accordance with the DIP Order;
- (l) [Reserved];
- (m) Debt incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called “procurement cards” or “P-cards”), or cash management services; and
- (n) Adequate Protection Obligations.

Notwithstanding the foregoing, Commodity Hedging Obligations shall not in any event be Permitted Debt.

“Permitted Discretion” means a determination made in the exercise of reasonable (from the perspective of a secured lender) credit judgment.

“Permitted Liens” means:

- (a) Liens in existence on the date of this Agreement and listed in Schedule 6.1;
- (b) Liens for taxes or assessments or other governmental charges to the extent not required to be paid by Section 5.4;
- (c) materialmen’s, warehousemen’s, merchants’, carriers’, worker’s, repairer’s, or other like Liens arising by operation of law in the ordinary course of business to the extent the obligations secured thereby are (i) not required to be paid by Section 5.4 and (ii) in an aggregate amount not to exceed \$8,000,000 at any time outstanding;
- (d) pledges or deposits to secure obligations under worker’s compensation laws, unemployment insurance and social security laws, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, in the ordinary course of business and consistent with past practices, in an aggregate amount for such bids, tenders, contracts and true leases not to exceed \$500,000 at any time outstanding, or to secure statutory obligations incurred in the ordinary course of business and consistent with past practices in an aggregate amount for such statutory obligations not to exceed \$500,000 at any time outstanding, or to secure indemnity or other similar obligations incurred in the ordinary course of business and consistent with past practices in an amount not to exceed \$500,000 at any time outstanding, provided that the aggregate amount of all Liens permitted under this clause (d) shall not exceed \$1,000,000;
- (e) Permitted Real Estate Encumbrances;
- (f) Liens created under the Loan Documents;
- (g) Liens created under the ABL DIP Credit Documents securing the ABL DIP Credit Obligations and that are subject to the Intercreditor Agreement;
- (h) judgment Liens provided that such judgment Lien has not given rise to an Event of Default;
- (i) the interests of lessors under operating leases and non-exclusive licensors under license agreements;
- (j) Liens securing Permitted PMM/Capital Lease Debt so long as (i) such Lien attaches only to the asset purchased or acquired in connection with the incurrence thereof, and the proceeds therefrom, and (ii) such Lien only secures the Debt that was incurred to acquire the asset purchased or acquired;

(k) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and in existence on the Petition Date;

(l) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts that are subject to Control Agreements in the ordinary course of business;

(m) [Reserved];

(n) [Reserved];

(o) Liens in favor of customs and revenue authorities arising on or prior to the Petition Date as a matter of law to secure payment of customs duties not yet delinquent in connection with the importation of goods; and

(p) Adequate Protection Obligations.

“Permitted PMM/Capital Lease Debt” means Capitalized Lease Liabilities and purchase money Debt with respect to fixed assets (i) outstanding on the Closing Date and set forth on Schedule 6.2 hereof and described as such on such Schedule and (ii) incurred after the Closing Date in an aggregate principal amount for all such Capitalized Lease Liabilities and purchase money Debt not to exceed \$500,000 outstanding at any time, provided that such Capitalized Lease Liabilities and purchase money Debt are entered into in connection with, and at the time of or no later than 20 days after, the acquisition by the Borrowers of equipment useful and used in the ordinary course of the Borrowers' business and the principal amount of such Capitalized Lease Liabilities and purchase money Debt when incurred does not exceed the purchase price of the property financed, and no such Capitalized Lease Liabilities and purchase money Debt shall be refinanced for a principal amount in excess of the principal amount refinanced.

“Permitted Real Estate Encumbrances” means, in the case of any Real Property, (a) any “Permitted Encumbrances” (as defined in the Mortgage relating to such Real Property) approved by the Agent (at the direction of the Required Lenders), (b) Liens on such Real Property of the nature referred to in clauses (b), (f), (g) and (h) of the definition of Permitted Liens, and (c) easements (including without limitation reciprocal easement agreements), rights-of-way, restrictions, municipal, building and zoning ordinances and other similar encumbrances or other irregularities affecting such Real Property, that do not secure any Debt, and which were incurred in the ordinary course of business and (i) are described in the title insurance policy with respect to such Real Property delivered to the Administrative Agent prior to the date hereof, or (ii) in the opinion of the Administrative Agent, are not substantial in amount and do not in any case materially impair the use of such property in the operation of the business of any Group Member or impair the value of such Real Property.

“Permitted Senior Liens” means Permitted Liens (x) referred to in clauses (a), (b), (c), (e) and (i) of the definition of Permitted Liens and applicable to the Collateral (other than Equity Interests constituting Collateral, as to which there shall be no Permitted Senior Liens), to the extent, but only to the extent, having priority by mandatory provisions of applicable law, and (y) referred to in clause (g) of the definition of Permitted Liens and applicable only to the ABL DIP Credit Priority Collateral.

“Permitted Surety Bonds” means unsecured guarantees and reimbursement obligations incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority.

“Petition Date” means January 28, 2013.

“Planner Business” means the business unit comprised of Premier Agendas, Inc. (excluding (on a basis consistent with the financial statements delivered by the Administrative Borrower to the Agent prior to the Closing Date) those operations relating to the Educational Resources Business in Canada), Premier School Agendas, Ltd. and Select Agendas, Corp.

“Plan” has the meaning set forth in Schedule 5.18.

“Platform” has the meaning set forth in Section 10.3(b).

“Postpetition” means the time period commencing immediately upon the filing of the Chapter 11 Cases.

“Prepetition” means the time period ending immediately prior to the filing of the Chapter 11 Cases.

“Prepetition ABL Agent” means Wells Fargo Capital Finance, LLC, in its capacity as administrative agent and collateral agent, under the Prepetition ABL Credit Agreement.

“Prepetition ABL Credit Agreement” means the Credit Agreement dated as of May 22, 2012, among the borrowers and guarantors named therein, the Prepetition ABL Credit Lenders and Wells Fargo Capital Finance, LLC, as administrative agent and co-collateral agent, as amended to date.

“Prepetition ABL Credit Documents” means the Prepetition ABL Credit Agreement and each other Loan Document (as defined in the Prepetition ABL Credit Agreement).

“Prepetition ABL Credit Lenders” means all lenders party to the Prepetition ABL Credit Agreement.

“Prepetition Agents” means, collectively, the Prepetition ABL Agent and the Prepetition Term Loan Agent.

“Prepetition Debt Documents” means, collectively, the Prepetition ABL Credit Documents and the Prepetition Term Loan Documents.

“Prepetition Debt Holders” means, collectively, the Prepetition ABL Credit Lenders and the Prepetition Term Loan Lenders.

“Prepetition Indebtedness” means all Debt of the Borrowers outstanding on the Petition Date immediately prior to the filing of the Chapter 11 Cases other than Debt under the Prepetition ABL Credit Agreement and the Prepetition Term Loan Agreement.

“Prepetition Secured Obligations” means the obligations in respect of the Prepetition ABL Credit Documents and the Prepetition Term Loan Documents.

“Prepetition Term Lenders” means the lenders party to the Prepetition Term Loan Agreement.

“Prepetition Term Loan Agent” means Bayside Finance, LLC, as administrative agent and collateral agent under the Prepetition Term Loan Documents.

“Prepetition Term Loan Agreement” means that certain Credit Agreement, dated as of May 22, 2012, by and among the borrowers and guarantors named therein, the Prepetition Term Lenders and the Prepetition Term Loan Agent, as amended prior to the Petition Date.

“Prepetition Term Loan Default Interest” has the meaning set forth in Section 2.8(a).

“Prepetition Term Loan Documents” means the Prepetition Term Loan Agreement and each other Loan Document (as defined therein).

“Prepetition Term Loan Lenders” means the lenders party to the Prepetition Term Loan Agreement.

“Prepetition Term Loan Make Whole Payment” has the meaning set forth in Section 2.8(a).

“Prepetition Term Loan Obligations” has the meaning set forth in Section 2.8(a).

“Prime Rate” means, at any time, a rate per annum equal to the higher of (a) the rate last quoted by The Wall Street Journal as the “base rate on corporate loans posted by at least 75% of the nation’s largest banks” in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent) and (b) the sum of 0.5% per annum and the Federal Funds Rate.

“Product Development Expense” means, for any period, the capitalized cash investment on product development for such period.

“Professional Fees Line Items” has the meaning set forth in Section 6.31(d).

“Projections” has the meaning set forth in Section 4.5.

“Protective Advances” has the meaning set forth therefor in Section 2.17(a).

“Qualified Equity Interest” means and refers to any Equity Interests issued by School Specialty (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

“Rate Hedging Obligations” means any and all obligations of the Group Members under (a) any and all agreements, devices or arrangements designed to protect any Group Member from the fluctuations of interest rates, including interest rate exchange agreements, interest rate cap or collar protection agreements, and interest rate options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

“Reading Business” means the literacy and intervention division of the Accelerated Learning Business.

“Real Property” means, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

“Receipts” has the meaning set forth in Section 5.12(b).

“Reconcilable Inclusion” means, with respect to the Accelerated Learning Business and the Planner Business, any inclusion within the Accelerated Learning Business or the Planner Business, respectively, of contracts, rights or other assets that (x) prior to such inclusion, were included in a different Business Segment, or (y) in the case of contracts, rights or other assets not previously included in a different Business Segment, are not consistent with the then-existing other contracts, rights and other assets of the Accelerated Learning Business or the Planner Business, respectively.

“Registered Pension Plan” means any “registered pension plan”, as defined in subsection 248(1) of the Income Tax Act (Canada).

“Related Person” means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates, together with, if such Person is the Administrative Agent, each other Person or individual designated, nominated or otherwise mandated by or helping the Administrative Agent pursuant to and in accordance with Section 8.17 or any comparable provision of any Loan Document.

“Related Transactions” means, collectively, the execution and delivery of, and consummation of the transactions contemplated by, all ABL DIP Credit Documents and the payment of all related fees, costs and expenses.

“Release” means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance into or through the environment.

“Remaining Obligor” has the meaning set forth in Section 9.4.

“Remedial Action” means all actions required under Environmental Laws to (a) clean up, remove, treat or in any other way address any Hazardous Substance in the indoor or outdoor environment, (b) prevent or minimize any Release so that a Hazardous Substance does not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care with respect to any Hazardous Substance.

“Report” and “Reports” have the meanings specified in Section 8.20(a).

“Reportable Event” means a reportable event as that term is defined in Title IV of ERISA, and not as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, and with the exception of actions of general applicability by the Secretary of Labor under Section 110 of ERISA.

“Reporting Affiliate” means, with respect to any Person, a Person who is an Affiliate of such first Person under clauses (a), (b) or (c) of the definition of the term “Affiliate”.

“Required Lenders” means, at any time, the Lenders holding more than fifty percent (50.0%) of the outstanding Commitments and Loans.

“Required Payment” has the meaning set forth in Section 2.10(c).

“Requirements of Law” means, as to any Person, the organizational documents of such Person and any Applicable Law, or determination of a Governmental Authority having the force of law (but nevertheless including determinations of a Governmental Authority not having the force of law if responsible and prudent Persons engaged in a business similar to the business of the Borrower would observe such determinations), in each case applicable to or binding upon such Person or any of its business or property or to which such Person or any of its business or property is subject.

“Reserve Percentage” has the meaning set forth in the definition of “LIBOR Rate”.

“Responsible Officer” means the chief executive officer or chief financial officer of the Administrative Borrower.

“Restricted Payment” means, in respect of any Obligor or any Subsidiary of any Obligor, to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests issued by such Obligor or Subsidiary (including any payment in connection with any merger or consolidation involving such Obligor or Subsidiary) or to the direct or indirect holders of Equity Interests issued by such Obligor or Subsidiary in their capacity as such (other than dividends or distributions payable in Equity Interests of such Obligor or Subsidiary that are not Disqualified Equity Interests), or (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger or consolidation involving such Obligor or Subsidiary) any Equity Interests issued by such Obligor or Subsidiary, or (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of such Obligor or Subsidiary now or hereafter outstanding, or (d) make any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment with respect to, any Subordinated Debt.

“Restrictive Agreement” means an agreement (other than a Loan Document) that conditions or restricts the right of any Group Member to incur or repay borrowed money, to grant Liens on any assets, to declare or make Restricted Payments, to modify, extend or renew any agreement evidencing borrowed money, or to repay any Intercompany Debt.

“Return” has the meaning set forth in Section 2.12(b)(i).

“Rolling Two Week Test Period” has the meaning set forth in Section 6.31(a).

“Sale Effort” has the meaning set forth in Schedule 5.18.

“Sale/Leaseback Liabilities” means any amount or liability in respect of sale/leaseback or analogous transactions that is or is required under GAAP to be shown on the consolidated balance sheet of the Administrative Borrower and its consolidated Subsidiaries.

“Sale Order” has the meaning set forth in Schedule 5.18.

“School Specialty” has the meaning set forth in the Preamble to this Agreement.

“Secured Parties” means the Lenders, the Administrative Agent, the Collateral Agent, each other Indemnitee and any other holder of any Obligation of any Obligor.

“Security Agreement” means each Security and Pledge Agreement (or similar agreement) executed by each Obligor in favor of the Agent and the Lenders, in the form of Exhibit E hereto duly completed for each Obligor, as the same may be amended, supplemented or restated from time to time.

“Seeds Divestiture” means the disposition by the Obligors of the Seeds of Science / Roots of Reading business in January 2012.

“Senior Debt” means Debt of the Group Members that has not been subordinated in right of payment to the Obligations in a manner in form and substance satisfactory to the Agent, including the ABL DIP Credit Obligations.

“Single Test Week” has the meaning set forth in Section 6.31(a).

“Stated Borrowing Base” has the meaning ascribed thereto in the Intercreditor Agreement (as in effect on the date hereof).

“Stroock” means Stroock & Stroock & Lavan LLP.

“Subordinated Debt” means unsecured Debt of the Obligors that is not Senior Debt, and that (a) is only guaranteed by the Guarantors, (b) is not subject to scheduled amortization, redemption, sinking fund or similar payment and does not have a final maturity, in each case, on or before the date that is six months after the Maturity Date, and (c) does not include any financial covenants or any covenant or agreement that is more restrictive or onerous on any Obligor in any material respect than any comparable covenant in this Agreement; and “Subordinated Debt” shall in any event include (x) the 2011 Convertible Subordinated Debentures, and (y) any other Debt of an Obligor incurred after the date hereof which by its terms is expressly subordinated to the Obligations in a manner and to an extent approved by the Administrative Agent.

“Subsidiary” of a Person means any corporation, limited liability company, partnership or other entity of which more than fifty percent (50%) of the outstanding equity or membership interests or shares of capital stock having general voting power under ordinary circumstances to elect a majority of the board of directors (or other governing body) of such entity, (irrespective of whether or not at the time stock or membership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

“Subsidiary Borrowers” has the meaning set forth in the Preamble to this Agreement.

“Survey” means, in respect of a particular parcel of Real Property, an American Land Title Association form survey, dated no earlier than thirty (30) days prior to the issuance of the corresponding Mortgage Policy (or such other date as the Agent may approve in its Permitted Discretion), certified to the Agent and the issuer of the corresponding Mortgage Policy in a manner satisfactory to the Agent, by a land surveyor duly registered and licensed in the states in which the property described in such survey is located and acceptable to the Agent, which survey (i) shall show (x) all buildings and other improvements, (y) the location of any easements, rights of way, building set-back lines and other dimensional regulations and (z) such other matters as the Agent shall reasonably request and (ii) be sufficient for the issuer of the corresponding Mortgage Policy to remove all standard survey exceptions from the corresponding Mortgage Policy.

“SWDA” means the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.).

“Synthetic Lease Liabilities” means the monetary obligation of a Person under either: (a) a so-called synthetic, off-balance sheet or tax retention lease; or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment). The amount of

Synthetic Lease Liabilities shall be deemed to be the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease.

“Tax Returns” has the meaning set forth in Section 4.8.

“Taxes” has the meaning set forth in Section 2.11(a).

“Term Loan Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Term Loan Priority Collateral Deposit Account” means that certain segregated account of the Borrowers held at the Administrative Agent, with the account number 104790829931 and titled “School Specialty, Inc.”, subject to a control agreement, in form and substance satisfactory to the Administrative Agent, which establishes “control” (as defined in the UCC) in favor of the Administrative Agent for the benefit of the Lenders.

“Termination Date” means the earliest to occur of (i) Maturity Date, (ii) the consummation of a sale of all or substantially all of the assets of the Borrowers under section 363 of the Bankruptcy Code, (iii) unless waived by the Lenders in their sole discretion, the occurrence of an Event of Default after taking into effect all applicable grace periods, (iv) the acceptance in writing by any of the Borrowers of any offer or bid for the purchase of, directly or indirectly, all or substantially all of the assets of any of the Borrowers, or all of the equity of School Specialty or any Subsidiary thereof, to a buyer that does not provide for the actual payment in full of the Obligations by no later than the Maturity Date, (v) unless waived by the Lenders in their sole discretion, the date that any of the Borrowers files a motion with the Bankruptcy Court for authority to proceed with the sale or liquidation of any of the Borrowers’ (or any material portion of the assets or all of the equity of any Borrower) without the consent of the Lenders except pursuant to a proposed sale of all or substantially all of the Borrowers’ assets, or all of the equity of School Specialty or any Subsidiary thereof, to a buyer that provides for the actual payment in full of the Obligations by no later than the Maturity Date, (vi) if the Final Order has not been entered, March 15, 2013, (vii) the effective date of a Plan or (viii) unless waived by the Lenders in their sole discretion, if any of the Obligors files a motion with the Bankruptcy Court for authority to proceed with the sale or liquidation of any of the Obligors (or any material portion of the assets or all of the equity of any of the Obligors) or files a plan of reorganization, in each case, without the consent of the Lenders, except pursuant to a proposed sale of all or substantially all of the Obligors’ assets or all of the equity of the Administrative Borrower or any Subsidiary thereof or a plan of reorganization that, in any such case, provides for the actual payment in full in cash of the Obligations by no later than the earlier of the (x) Maturity Date and (y)(a) in the case of a sale, the date of consummation of such sale and (b) in the case of a plan, the effective date of such plan. Upon the Termination Date, the Commitments shall terminate and all Loans and other Obligations shall be due and payable.

“Test Period” means the Single Test Week and the Rolling Two Week Test Period, commencing from the Single Test Week ending March 9, 2013.

“Total Outstanding ABL DIP Credit Amount” means, as of any date of determination, the sum of (a) the aggregate principal amount of all outstanding ABL DIP Credit Loans on such date, plus (b) the amount of all outstanding LC Obligations on such date.

“Trademark Security Agreement” means a Trademark Security Agreement executed and delivered by an Obligor in favor of the Agent in substantially the form attached to the Security Agreement.

“Treasury” means the United States Treasury.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection or the priority of the security interests of the Collateral Agent in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Unfinanced Capital Expenditures” means Capital Expenditures that are made from available cash of the Borrowers and not from the proceeds of Permitted PMM/Capital Lease Debt (including any Permitted PMM/Capital Lease Debt incurred after the acquisition of the asset acquired to directly or indirectly finance such acquisition), and are made in respect of assets that are not subject to any capital lease, and are not pledged to secure any purchase money Debt (whenever incurred).

“Unrestricted Cash” means, as of any date of determination, the aggregate amount of cash credited as of such date to all deposit accounts of the Group Members, which cash is subject to no restriction on its use, transfer or distribution pursuant to any Requirement of Law or contractual obligation (other than the Loan Documents, the ABL DIP Credit Documents and the Prepetition ABL Credit Documents).

“USA Patriot Act” has the meaning set forth in Section 10.16.

“Variance Report” means a weekly variance report to be provided by Borrowers to Administrative Agent within three Business Days after the end of each fiscal week and publicly filed with the Bankruptcy Court reflecting actual cash receipts and disbursements for (i) the prior fiscal week, (ii) the period from the beginning of the fiscal month which includes such fiscal week to the end of such fiscal week, (iii) the applicable Test Period of the Administrative Borrower, and (iv) the period from the beginning of the fiscal week ending March 9, 2013 to the end of such Test Period, in each case, reflecting the amount variance and, in the case of clause (iii), percentage variance of actual receipts and disbursements (on a line item basis) from those receipts and disbursements reflected in the most recently delivered thirteen-week cash flow forecast in the Approved Budget for the corresponding periods (or, in the case of clause (iv) and with respect to past periods that are not covered in the most recently delivered thirteen-week cash flow forecast in the Approved Budget, the latest thirteen-week cash flow forecast in the Approved Budget that covers any such past period), an explanation of the reason for any such variance and compliance or non-compliance with the requirements set forth in Section 6.31.

“Welfare Plan” means an ERISA Plan that is a “welfare plan” within the meaning of Section 3(1) of ERISA.

“Withholding Agent” means any Loan Party and the Administrative Agent.

Section 1.2 Payments. The Administrative Agent may set up standards and procedures to determine or redetermine the equivalent in Dollars of any amount expressed in any currency other than Dollars and otherwise may, but shall not be obligated to, rely on any determination made by any Obligor or any Lender. Any such determination or redetermination by the Administrative Agent shall be conclusive and binding for all purposes, absent manifest error. No determination or redetermination by any Secured Party or Obligor and no other currency conversion shall change or release any obligation of any Obligor or of any Secured Party (other than the Administrative Agent and its Related Persons) under any Loan Document, each of which agrees to pay separately for any shortfall remaining after any conversion and payment of the amount as converted. The Administrative Agent may round up or down, and may set up appropriate mechanisms to round up or down, any amount hereunder to nearest higher or lower amounts and may determine reasonable *de minimis* payment thresholds.

ARTICLE II

CREDIT FACILITIES

Section 2.1 Loans. Subject to the terms and conditions herein set forth, each Lender hereby severally, but not jointly, agrees to make loans in Dollars (each such loan, a “Loan”), not to exceed in the aggregate the Commitment Amount, to the Borrowers as follows: (i) an initial borrowing on the Closing Date, in the aggregate principal amount of \$130,000,000 (the “Initial Borrowing”), (ii) additional borrowings in an aggregate principal amount not to exceed \$15,000,000 on up to two Additional Funding Dates during the Availability Period in respect of which a Notice of Borrowing has been delivered, (iii) on or after May 20, 2013, an additional borrowing in an aggregate principal amount not to exceed \$5,000,000 on an Extended Funding Date during the Availability Period in respect of which a Notice of Borrowing has been delivered and (iv) on or after May 27, 2013, an additional borrowing in an aggregate principal amount not to exceed \$5,000,000 on an Extended Funding Date during the Availability Period in respect of which a Notice of Borrowing has been delivered. The proceeds of such Loans shall be deposited into the Term Loan Priority Collateral Deposit Account. The Loans and Loan proceeds shall be allocated to the Borrowers in the manner specified in the Notice of Borrowing therefor and used in accordance with Section 2.8. Notwithstanding the preceding, prior to the entry by the Bankruptcy Court of a Final Order, the Commitment Amount shall be limited to the sum of \$130,000,000, to the extent authorized by the Interim Order. The Commitments shall expire at the end of the Availability Period. The Commitment Amount shall be permanently reduced on the Closing Date and each Additional Funding Date and Extended Funding Date by the aggregate principal amount of Loans made on such dates. In no event shall a Loan be made on any Additional Funding Date or Extended Funding Date in an amount which would exceed the Commitment Amount on such date. For the avoidance of doubt, Loans repaid cannot be reborrowed.

Section 2.2 Procedures for Loans. The Initial Borrowing shall be funded on the Closing Date without further need for the Borrowers to take any action or submit any notice or request to the Administrative Agent or Lenders. To request a Loan to be funded on any Additional Funding Date or Extended Funding Date, the Administrative Borrower shall submit a Notice of Borrowing to the Administrative Agent no later than 1:00 p.m. New York, New York time, five (5) Business Days (which date may be prior to the entry of the Final Order) prior to the proposed Additional Funding Date or Extended Funding Date. The Notice of Borrowing shall be effective upon receipt by the Administrative Agent, shall be in writing by facsimile or electronic transmission (including by PDF). The requested borrowing shall be in an integral multiple of \$500,000 and not less than \$5,000,000 in the aggregate for each such Additional Funding Date or \$1,000,000 in the aggregate on each such Extended Funding Date. Promptly upon receipt of a Notice of Borrowing, the Administrative Agent shall advise each Lender of the proposed Loan. At or before 1:00 p.m., New York, New York time, on the date specified for the requested Loan, each Lender shall provide the Administrative Agent at the principal office of the Administrative Agent in New York, New York with immediately available funds covering such Lender's Percentage of such Loan. Subject to satisfaction of the conditions precedent set forth in Article III with respect to such Loan, the Administrative Agent shall pay over such funds to the Administrative Borrower, by effecting a wire transfer to the Term Loan Priority Collateral Deposit Account, for the account of the applicable Borrower(s) specified in the Notice of Borrowing, prior to 4:00 p.m., New York, New York time, on the date of the requested Loan.

Section 2.3 Interest. The outstanding principal amount of each Loan shall bear interest from the date when made to the date repaid (provided that one full day's interest shall be payable for any Loan, or portion thereof, that is borrowed and repaid on the same day), accruing daily at a rate per annum equal to the applicable LIBOR Rate for each day during each Interest Period during which such Loan is outstanding, plus the Applicable Margin, adjusted for each applicable Interest Period, payable in arrears on the last day of the applicable Interest Period; provided, however, that upon the occurrence of an Event of Default (whether or not the Agent or any Lender shall have received or given notice thereof), the interest on the Loans from and after the date of the occurrence of such Event of Default shall be the rate per annum otherwise applicable from time to time to such Loans, plus two percent (2.0%) per annum (adjusting for any change in the applicable LIBOR Rate), payable in arrears on the last day of each fiscal month and on the last day of the applicable Interest Period and on demand from time to time (the "Default Rate"). The outstanding amount of all Obligations other than outstanding principal of Loans shall bear interest from the date such Obligations are due and payable, accruing daily at the rate applicable from time to time (calculated daily and not for any Interest Period) to the Loans (and shall bear interest at the Default Rate upon the occurrence of an Event of Default). Interest shall be computed on the basis of the actual number of days elapsed and a year consisting of 360 days. Each determination of an interest rate by the Administrative Agent shall be conclusive and binding on the Borrowers, the other Obligor and the Lenders in the absence of manifest error. All payments of interest shall be made in cash in Dollars in immediately available funds.

Section 2.4 Setting and Notice of Rates. The applicable LIBOR Rate for each Interest Period shall be determined by the Administrative Agent on the Closing Date, for the initial Interest Period, and on the first Business Day of each subsequent fiscal month, for each subsequent Interest Period (such rate to apply for each calendar day in such Interest Period), whereupon notice thereof (which may be by telephone) shall be given by the Administrative Agent to the Administrative Borrower and each Lender. Each such determination of the

applicable LIBOR Rate shall be conclusive and binding upon the parties hereto, in the absence of demonstrable and manifest error. The Administrative Agent, upon written request of the Administrative Borrower or any Lender, shall deliver to the Administrative Borrower or such requesting Lender a statement showing the computations or source used by the Administrative Agent in determining the applicable LIBOR Rate hereunder.

Section 2.5 Repayment of Loans; Representations; Joint and Several Liability.

(a) The Borrowers hereby unconditionally promise to pay to the Administrative Agent for itself and the account of each Lender in cash in Dollars in immediately available funds the then unpaid amount of each Loan and any other Obligations on the Maturity Date, or on such prior date as may be required by the terms of this Agreement (including, without limitation, upon the Termination Date).

(b) For all purposes of calculating whether payments of amounts payable under this Agreement have been received in a timely fashion on the date required therefor pursuant to this Agreement, including calculating interest on the applicable Obligations, funds received by the Administrative Agent from the Borrowers prior to 2:00 p.m. New York time will be deemed applied to the Obligations then due and payable as provided herein on the date of receipt by the Administrative Agent, provided that such funds are immediately available and notice thereof is received from the Administrative Borrower in accordance with the Administrative Agent's usual and customary practices as in effect from time to time and by 3:00 p.m. (New York time) on such date of receipt, and if not, then such amounts shall be deemed received and applied on the next succeeding Business Day after receipt of such immediately available funds by the Administrative Agent.

(c) The Borrowers shall be obligated to repay all Loans made under this Article II notwithstanding the failure of the Administrative Agent to provide any written request therefor or written confirmation thereof and notwithstanding the fact that the person requesting the same was not in fact authorized to do so. Any request for Loans under Section 2.2, whether written, telephonic, telecopy or otherwise, shall be deemed to be a representation by each Borrower that the borrowing conditions set forth in Section 3.1 and Section 3.2 have been met and all statements set forth in Section 3.1 and Section 3.2 are correct as of the time of the request.

(d) The Borrowers shall be jointly and severally liable for all amounts due from the Borrowers to the Administrative Agent, the Lenders and the other Secured Parties under this Agreement, including, without limitation, all Obligations, regardless of which Borrower actually receives the Loans or other extensions of credit hereunder or the amount of such Loans received or the manner in which the Administrative Agent accounts for such Loans or other extensions of credit on its books and records. The Obligations with respect to Loans or other extensions of

credit made to a Borrower, and the Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder, shall be separate and distinct obligations, but all such other Obligations shall be primary obligations of all Borrowers. The Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder shall, to the fullest extent permitted by law, be unconditional irrespective of (a) the validity or enforceability, avoidance or subordination of the Obligations of the other Borrowers or of any promissory note or other document evidencing all or any part of the Obligations of the other Borrowers, (b) the absence of any attempt to collect the Obligations from the other Borrowers, any Guarantor or any other security therefor, or the absence of any other action to enforce the same, (c) the waiver, consent, extension, forbearance or granting of any indulgence by the Administrative Agent, Lenders or other Secured Parties with respect to any provisions of any agreement or instrument evidencing or governing the Obligations of the other Borrowers, or any part thereof, or any other agreement now or hereafter executed by the other Borrowers and delivered to the Administrative Agent, (d) the failure by the Administrative Agent, or any of the Lenders or other Secured Parties, to take any steps to perfect and maintain its security interest in the Collateral or any part of it, or to preserve its or their rights and maintain its or their security or collateral for the Obligations of the other Borrowers, (e) the election of the Administrative Agent, or any of the Lenders or other Secured Parties, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, (f) the disallowance of all or any portion of the claim(s) of the Administrative Agent, or any of the Lenders or other Secured Parties, for the repayment of the Obligations of the other Borrowers under Section 502 of the Bankruptcy Code, or (g) any other circumstances which might constitute a legal or equitable discharge or defense of a Guarantor or of the other Borrowers, other than, with respect to a particular Lender, the willful misconduct, fraud or gross negligence of such Lender as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. With respect to the Obligations arising as a result of the joint and several liability of a Borrower hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder, each Borrower and Guarantor waives, until the Obligations shall have been paid in full in immediately available funds and this Agreement shall have been terminated, any right to enforce any right of subrogation or any remedy which the Agent or any other Secured Party now has or may hereafter have against the Borrowers or any Guarantor, or any endorser or any other guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any security or collateral given to the Agent or any other Secured Party. Upon any Event of Default and for so long as the same is continuing, the Agent may proceed directly and at once, without notice, against any Borrower or Guarantor, or against any one or more of them, to collect and recover the full amount, or any portion of the Obligations, without first proceeding against the other Borrowers or Guarantors or any other Person, or against any security or collateral for the Obligations. Each Borrower and Guarantor consents and agrees that the Agent and the Lenders and the other Secured Parties shall be under no obligation to marshal any assets in favor of the Borrower(s) or Guarantor(s) or against or in payment of any or all of the Obligations.

Section 2.6 Notes. Upon request by a Lender, such Lender's Loan may be evidenced by a Note. The unpaid principal amount of each Note and all unpaid accrued interest thereon shall be payable on the Maturity Date, or on such prior date as may be required by the terms of this Agreement.

Section 2.7 Fees. The Borrowers shall pay to the Administrative Agent, for its own account (or to such other parties as the Administrative Agent may specify in writing), the fees specified in the Agent Fee Letter in the amounts and on the dates specified therein, which amount shall be deemed fully earned when paid, whether or not this Agreement shall continue in effect, or any Loans or the Commitment shall remain in effect, for the entire year covered thereby.

Section 2.8 Use of Proceeds. (a) Proceeds of the Loans under the this Agreement will be used only for the following purposes, in each case, in accordance with and subject to the Approved Budget: (i) to provide working capital for the Obligors during the Chapter 11 Cases in the ordinary course of business and other costs and expenses of administration of the Chapter 11 Cases, in an aggregate principal amount not to exceed \$60,000,000 less any amounts used to prepay the Bayside DIP Obligations pursuant to clause (iii) of this paragraph, (ii) to refinance the outstanding balance of principal, accrued interest and other fees and charges (the "Prepetition Term Loan Obligations") due under the Prepetition Term Loan Agreement in an aggregate principal amount not to exceed \$67,778,875 other than amounts thereunder related to the Prepetition Term Loan Make Whole Payment (as defined below) and Prepetition Term Loan Default Interest (as defined below), (iii) to refinance the outstanding balance of principal, accrued interest and other fees and charges (the "Bayside DIP Obligations") due under that certain Senior Secured Super Priority Debtor-In-Possession Credit Agreement, dated as of January 31, 2013, by and among the Obligors, the Lenders as defined therein and Bayside Finance, LLC ("Bayside") (as amended pursuant to the interim order of the Bankruptcy Court dated January 31, 2013 [Docket No. 88] approving the incurrence of the Bayside DIP Obligations, the "Bayside DIP Credit Agreement") in an amount of \$22,556,683 (plus additional amounts for accrued and unpaid reasonable documented fees and expenses), and (iv) to fund the Escrow Account in an amount equal to \$25,000,000 which shall be used, subject to the terms of this Escrow Agreement, for payment to the Prepetition Term Loan Agent of any outstanding obligations under the Prepetition Term Loan Agreement, including, for the avoidance of doubt, payments in respect of (a) the Early Payment Fee (as defined in and calculated under the Prepetition Term Loan Agreement (the "Prepetition Term Loan Make Whole Payment")) upon entry of an Escrow Release Order allowing same in whole or in part, (b) any accrued and unpaid interest at the rate provided for under the Prepetition Term Loan Agreement, including any interest calculated at the Default Rate (as defined in and calculated under the Prepetition Term Loan Agreement) (the "Prepetition Term Loan Default Interest"), on the aggregate outstanding principal amount of Term Loans (as defined in the Prepetition Term Loan Agreement), upon entry of an Escrow Release Order allowing same in whole or in part and (c) any other amounts in respect of the obligations under the Prepetition Term Loan Agreement, including Agents Expenses (as defined in the Prepetition Term Loan Agreement) upon entry of a final, non-appealable order allowing same in whole or in part (collectively, the "Escrowed Payments").

(b) The Escrow Agreement shall provide as follows:

(i) Within ten (10) Business Days of the entry of a final, non-appealable order (such order, an "Escrow Release Order") of a court of competent jurisdiction, including, without limitation, the Bankruptcy Court, and the delivery of such Escrow Release Order to the Escrow Agent with a certification from the Administrative Agent or the Prepetition Term Loan Agent that it constitutes the Escrow Release Order, directing that all or any

portion of the amounts held in escrow on account of the Escrowed Payments shall be released from the Escrow Account and distributed to the Prepetition Term Loan Agent, such amounts shall be so released from the Escrow Account to the Prepetition Term Loan Agent and applied under and in accordance with the Prepetition Term Loan Agreement.

(ii) Within ten (10) Business Days of the delivery to the Escrow Agent of a settlement agreement with a certificate from the Administrative Agent and the Prepetition Term Loan Agent that it constitutes a settlement agreement as to the Escrowed Payments, amounts in the Escrow Account shall be released as set forth in such settlement agreement. Any such settlement shall require the reasonable consent of the Required Lenders to become effective to release funds under the Escrow Agreement.

(iii) Any funds remaining in the Escrow Account after giving effect to Section 2.8(b)(i) and/or Section 2.8(b)(ii) shall be released to the Administrative Agent for application to the Obligations under and in accordance with Section 2.10(f) of this Agreement.

Section 2.9 Prepayments: Apportionment and Application.

(a) Mandatory Prepayments — Agent Election. The Borrowers shall be required to prepay the Obligations in accordance with Section 2.9(c) upon the following events in the amounts stated below, in each case within one (1) Business Day of the receipt thereof, unless such prepayment is waived in writing by the Administrative Agent with the consent of the Required Lenders:

(i) upon the receipt by any Group Member of the proceeds of a Carson-Dellosa Drag-Along Sale or any other voluntary or involuntary Disposition or spin-offs of property, divisions, business units, or business lines of a Group Member (including casualty losses or condemnations but excluding sales or dispositions which are permitted under clause (a) of Section 6.5 and dispositions of Inventory in the ordinary course of business), in an amount equal to (x) in the case of Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received in respect of ABL DIP Credit Priority Collateral by such Group Member in connection with such Dispositions or spin-offs, 100% of the amount thereof, and (y) in all other cases, in an amount equal to 100% of the Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Group Member in connection with such Dispositions or spin-offs; provided, that, nothing contained in this Section 2.9(a)(i) shall permit any Group Member to Dispose of any property other than in accordance with Section 6.5;

(ii) upon the receipt by any Group Member of (1) any net proceeds of issuances of Debt for the refinancing of the Obligations, in an amount equal to 100% of such amounts, (2) net proceeds of issuances of Debt (other than Debt described in the preceding clause (1), and other Permitted Debt), in an amount equal to 50% of such amounts, (3) net proceeds of issuances of Equity Interests to any Person other than an Obligor, in an amount equal to 50% of such amounts, (4) Extraordinary Receipts attributable to or received in respect of Term Loan Priority Collateral, in an amount equal to 100% of such amounts, (5) Extraordinary Receipts attributable to or received in respect

of ABL DIP Credit Priority Collateral, in an amount equal to 0% of such amounts that are received prior to Payment in Full of the ABL Priority Debt (as each such term is defined in the Intercreditor Agreement) and 100% of such amounts that are received thereafter, (6) other Extraordinary Receipts, in an amount equal to 50% of such amounts, (7) any proceeds of business interruption insurance, in an amount equal to 50% of such amounts, (8) any proceeds of all other insurance in respect of loss or destruction of property and of the proceeds of all awards and other recoveries in respect of condemnation and analogous events in respect of property, in each case attributable to or received in respect of Term Loan Priority Collateral, in an amount equal to 100% of such amounts, and (9) any proceeds of all other insurance in respect of loss or destruction of property and of the proceeds of all awards and other recoveries in respect of condemnation and analogous events in respect of property, in each case attributable to or received in respect of ABL DIP Credit Priority Collateral (calculated as determined in Section 5.2 of the Intercreditor Agreement), in an amount equal to 0% of such amounts that are received prior to Payment in Full of the ABL Priority Debt (as each such term is defined in the Intercreditor Agreement) and 100% of such amounts that are received thereafter (in each case in clauses (8) and (9) above, subject to exceptions for repairs and replacements effected within 60 days of receipt of such insurance proceeds or other award by any Group Member and costing up to \$200,000 per casualty event); and

(iii) if any Group Member receives any proceeds of or amounts from the Escrow Account, upon such receipt by such Group Member, in an amount equal to the amount so received.

(b) Voluntary Prepayments. The Borrowers may prepay the outstanding principal amount of any Loan in whole at any time and/or in part, at par, from time to time, upon not less than thirty (30) days', and not more than sixty (60) days' prior written notice to the Administrative Agent, which notice shall be irrevocable once given, provided that (i) the Borrowers will remain liable for any breakage costs that may be owing pursuant to Section 2.13 after giving effect to such prepayment, and (ii) each partial prepayment that is not of the entire outstanding amount of Loans shall be in an aggregate amount that is an integral multiple of \$1,000,000.

(c) Prepayments Generally. The following provisions shall apply to all prepayments under Section 2.9(a) and (b), to the extent specified below:

(i) any prepayment of the Loans under Section 2.9(a) and (b) shall be applied against the outstanding Loans of each Lender pro rata according to each Lender's Percentage of such Loans;

(ii) at any time that an Application Event has occurred, prepayments under Section 2.9(a) shall be applied in accordance with the terms of Section 2.10(f)(ii);

(iii) [Reserved];

(iv) [Reserved]; and

(v) upon receipt by any Obligor of any Net Cash Proceeds, Extraordinary Receipts, net proceeds of issuances of Debt or Equity Interests, insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any property, or other amounts described in Section 2.9(a) (except clause (a)(i)(x)), the Administrative Borrower shall immediately deposit such funds, or cause such funds to be immediately deposited, in the Term Loan Priority Collateral Deposit Account in an amount not less than the maximum amount that would be required to be applied to prepayment of the Obligations hereunder (assuming none of such proceeds would be elected to be used for any permitted repairs or replacements); the Administrative Borrower will cause such funds to be maintained in the Term Loan Priority Collateral Deposit Account until applied to prepayment of the Obligations, or to a permitted repair or replacement, in accordance with the terms of this Section 2.9.

(d) No Violation of Intercreditor Agreement. Notwithstanding anything else to the contrary in this Agreement, the Borrowers shall not be permitted to make, and the Agent and the Lenders shall not be required to receive (and for the avoidance of doubt, if the Lenders do so receive, such receipt shall be subject to the Intercreditor Agreement), any voluntary prepayments of the Obligations (for the avoidance of doubt, including voluntary prepayments pursuant to Section 2.9(b) and also prepayments specified to be in such amounts as the Administrative Borrower may elect pursuant to Section 2.9(a)(i)(y)) that would contravene, or result in a breach of, any provision of the Intercreditor Agreement.

Section 2.10 Payments.

(a) Making of Payments. All payments and prepayments of principal, interest and other amounts due hereunder shall be made (unless otherwise expressly stated in this Agreement) to the Administrative Agent for the account of the Lenders pro rata according to their respective applicable Percentages. All payments to the Administrative Agent shall be made to the Administrative Agent at its office in New York, New York, not later than 2:00 p.m., New York, New York time, on the date due, in Dollars in immediately available funds, and funds received after that hour shall be deemed, for purposes of determining timeliness of payments and for all purposes of computation of interest, to have been received by the Administrative Agent on the next following Business Day. Any payment or prepayment of principal shall be accompanied by accrued unpaid interest on such amount of principal paid or prepaid through the date of payment or prepayment, and, if applicable, additional compensation calculated in accordance with Section 2.13. The Administrative Agent shall remit to each Lender in immediately available funds its share of all such payments received by the Administrative Agent for the account of such Lender on the Business Day next succeeding the Business Day such payments are received by the Administrative Agent. If the Administrative Agent fails to remit any payment to any Lender when required hereby, the Administrative Agent shall pay interest on demand to that Lender for each day during the period commencing on the date such remittance was due until the date such remittance is made at an annual rate equal to the Federal Funds Rate for such day. All payments under Section 2.11, 2.12 or 2.13 shall be made by the Borrowers directly to each Lender entitled thereto.

(b) Effect of Payments. Each payment by the Borrowers to the Administrative Agent for the account of any Lender pursuant to Section 2.10(a) shall be deemed to constitute payment by the Borrowers directly to such Lender, provided, however, that in the event any such payment by the Borrowers to the Administrative Agent is required to be returned to the Borrowers for any reason whatsoever, then the Borrowers' obligation to such Lender with respect to such payment shall be deemed to be automatically reinstated.

(c) Distributions by Agent. Unless the Administrative Agent shall have been notified by a Lender or a Borrower prior to the date on which such Lender or Borrower are scheduled to make payment to the Administrative Agent of (in the case of a Lender) the proceeds of a Loan to be made by it hereunder or (in the case of a Borrower) a payment to the Administrative Agent for the account of one or more of the Lenders hereunder (such payment by a Lender or Borrower (as the case may be) being herein called a "Required Payment"), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Administrative Agent, the Administrative Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date and, if such Lender or Borrower (as the case may be) has not in fact made the Required Payment to the Administrative Agent, the recipient(s) of such payment shall, on demand, repay to the Administrative Agent the amount so made available together with interest thereon for each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate (i) equal to the Federal Funds Rate for such day, in the case of a Required Payment owing by a Lender, or (ii) equal to the applicable rate of interest as provided in this Agreement for the Loans (calculated daily and not in respect of any Interest Period), in the case of a Required Payment owing by a Borrower.

(d) Setoff. Each Borrower agrees that each Lender, subject to such Lender's sharing obligations set forth in Section 8.6, shall have all rights of setoff and bankers' lien provided by Applicable Law, and in addition thereto, each Borrower agrees that if at any time any Obligation is due and owing by such Borrower under this Agreement or the other Loan Documents to any Lender at a time when an Event of Default has occurred hereunder, any Lender may apply any and all balances, credits, and deposits, accounts or moneys of such Borrower then or thereafter in the possession of such Lender (excluding, however, any trust or escrow accounts held by such Borrower for the benefit of any third party) to the payment thereof.

(e) Due Date Extension. If any payment of principal of or interest on any Loan or any fees payable hereunder falls due on a day that is not a Business Day, then such due date shall be extended to the next following Business Day, and (in the case of principal) additional interest shall accrue and be payable for the period of such extension.

(f) Apportionment and Application of Payments.

(i) So long as no Application Event has occurred, and except as otherwise expressly specified herein, all principal and interest payments shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses (other than fees or expenses that are for the Agent's separate account) shall be apportioned ratably among the Lenders to which a particular fee or expense relates. All payments to be made hereunder by the Borrowers shall (subject to the last sentence of Section 2.10(a) hereof) be remitted to the Administrative Agent and all (subject to Section 2.10(f)(iii) hereof) such payments, and all proceeds of Collateral received by the Agent, shall be applied, so long as no Application Event has occurred, to reduce the balance of the Loans and other Obligations outstanding and, thereafter, to the Administrative Borrower or such other Person entitled thereto under Applicable Law.

(ii) At any time that an Application Event has occurred, all payments remitted to the Administrative Agent and all proceeds of Collateral received by the Agent shall be applied as follows:

(A) first, to pay any Agent Expenses (including cost or expense reimbursements) or indemnities then due to the Agent under the Loan Documents, until paid in full;

(B) second, to pay any fees or premiums then due to the Agent under the Loan Documents until paid in full;

(C) third, to pay interest due in respect of all Protective Advances, pro rata, until paid in full;

(D) fourth, to pay the principal of all Protective Advances, pro rata, until paid in full;

(E) fifth, ratably to pay any fees then due to any of the Lenders under the Loan Documents until paid in full;

(F) sixth, ratably to pay interest due in respect of the Loans then outstanding until paid in full;

(G) seventh, ratably to pay the principal of all Loans then outstanding until paid in full;

(H) eighth, ratably to pay all other Obligations; and

(I) ninth, to the Administrative Borrower or such other Person entitled thereto under Applicable Law.

(iii) In each instance, so long as no Application Event has occurred, Section 2.10(f)(i) shall not apply to any payment made by the Borrowers to the Administrative Agent and specified by the Administrative Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement.

(iv) For purposes of Section 2.10(f)(ii), “paid in full” means payment in cash in Dollars of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest and expense reimbursements, whether or not any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(v) In the event of a direct conflict between the priority provisions of this Section 2.10(f) and any other provision contained in any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.10(f) shall control and govern.

(g) Administrative Agent Fee. On the Closing Date the Administrative Borrower shall pay, or cause to be paid, to the Administrative Agent, the fees set forth in the Agent Fee Letter.

(h) [Reserved].

(i) [Reserved].

(j) Commitment Fees. On the Closing Date, Administrative Borrower shall pay or cause to be paid to the Administrative Agent the fees set forth in the Lender Fee Letter.

Section 2.11 Taxes.

(a) Payments. All payments made by the Loan Parties to the Administrative Agent or any other Secured Party (herein any “Payee”) under or in connection with any Loan Document shall be made without any setoff or other counterclaim, and shall be free and clear of and without deduction or withholding for or on account of any present or future Taxes now or hereafter imposed by any Governmental Authority or other authority, except to the extent that any such deduction or withholding is compelled by law. As used herein, the term “Taxes” means all income, excise and other taxes of whatever nature, as well as all levies, imposts, remittances, duties, charges, or fees of whatever nature, including any interest, additions to Tax or penalties applicable thereto. If a Withholding Agent is compelled by law to make any deductions or withholdings on account of any Taxes (including any foreign withholding)::

(i) if such deducted or withheld Tax is an Indemnified Tax, the applicable Loan Party shall pay such additional amounts (including, without limitation, any penalties, interest or expenses) as may be necessary in order that the net amount received by the Payee after such deductions or withholdings (including any required deduction or withholding on such additional amounts) shall equal the amount the Payee would have received had no such deductions or withholdings been made; and

(ii) the applicable Withholding Agent shall timely pay to the relevant authorities the full amount required to be so withheld or deducted (including with respect to such additional amounts); and

(iii) (x) if the applicable Withholding Agent is a Loan Party, such Loan Party shall promptly forward to the Administrative Agent (for prompt delivery to the appropriate Payee) an official receipt or other documentation satisfactory to the Administrative Agent evidencing such payment to such authorities in accordance with Section 2.11(d), and (y) if the applicable Withholding Agent is the Administrative Agent, the Administrative Agent shall, within 30 days after the payment of such withheld or deducted Taxes, promptly forward to the applicable Payee an official receipt or other documentation satisfactory to the Payee evidencing such payment to such authorities.

If any Taxes otherwise payable by a Loan Party pursuant to the foregoing are directly asserted against a Payee, such Payee may pay such Taxes and such Loan Party promptly shall reimburse such Payee to the full extent otherwise required under this Section 2.11.

(b) Other Taxes. In addition, the Loan Parties shall timely pay any present or future stamp, recording, filing or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made by a Loan Party hereunder or under any other Loan Documents or from the execution, delivery or registration of, performing under, the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as “Other Taxes”).

(c) Indemnification by Loan Parties. The Loan Parties shall indemnify each Lender and the Administrative Agent for and hold it harmless against the full amount of any Indemnified Taxes and Other Taxes (including, without limitation, taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.11) imposed on or paid or remitted by such Lender or the Administrative Agent (as the case may be), or required to be withheld or deducted from a payment to such Lender or Administrative Agent, and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor with appropriate supporting documentation.

(d) Evidence of Payment. Within 30 days after the date of any payment of Taxes by a Loan Party, the appropriate Loan Party shall furnish to the Administrative Agent, at its address referred to in Section 10.3, the original or a certified copy of a receipt evidencing such payment to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the Notes or any other documents to be delivered under the Loan Documents by or on behalf of a Loan Party through an account or branch outside the United States or by or on behalf of a Loan Party by a payor that is not a United States person, if such Loan Party determines that no Taxes are payable in respect thereof, such Loan Party shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel reasonably acceptable to the

Administrative Agent stating that such payment is exempt from Taxes. For purposes of this subsection (d) and subsection (e), the terms “United States” and “United States person” shall have the meanings specified in Section 7701 of the IR Code.

(e) Exemption from Withholding. Any Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Administrative Borrower (with a copy to the Administrative Agent), to the extent such Lender is legally entitled to do so, at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as may reasonably be requested by the Borrower to permit such payments to be made without such withholding Tax or at a reduced rate; provided that no Lender shall have any obligation under this paragraph (e) with respect to any withholding Tax imposed by any jurisdiction if in the reasonable judgment of such Lender such compliance would subject such Lender to any material unreimbursed cost or expense or would otherwise be prejudicial to such Lender in any material respect.

(f) FATCA. If a payment made to a Lender hereunder or under any Loan Documents would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IR Code, as applicable), such Lender shall deliver to the Administrative Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IR Code) and such additional documentation reasonably requested by the Administrative Borrower or the Administrative Agent as may be necessary for the Administrative Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for the purposes of this subsection (f), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(g) Without limitation to any provision of Section 2.11(e), if any form or document referred to in Section 2.11(e) requires the disclosure of information, other than information necessary to compute the Tax payable and information required on the Closing Date by IRS Form W-8BEN or W-8ECI or the related certificate described above, that the applicable Lender reasonably considers to be confidential, the Lender shall give notice thereof to the Administrative Borrower and shall not be obligated to include in such form or document such confidential information, except (in the sole discretion of such Lender) directly to a Governmental Authority or other Person subject to a reasonable confidentiality agreement. In addition, upon the written request of the Administrative Borrower or the Administrative Agent, the applicable Lender or the Administrative Agent shall provide any other certification, identification, information, documentation or other reporting requirement required under Section 2.11(e) if (i) delivery thereof is required by a change in the law, regulation, administrative practice or any applicable tax treaty as a precondition to exemption from or a reduction in the rate of

deduction or withholding; (ii) the Administrative Agent or Lender, as the case may be, is legally entitled to make delivery of such item; and (iii) delivery of such item will not result in material additional costs unless Administrative Borrower shall have agreed in writing to indemnify Lender or the Administrative Agent for such costs.

(h) Additional Amounts Payable. Any Lender claiming any additional amounts payable pursuant to this Section 2.11 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its applicable lending office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender.

(i) Refund of Taxes. If any Lender (in its sole discretion) or the Administrative Agent (at the direction of the Required Lenders in their sole discretion) determines that it has actually and finally received a refund of any Taxes paid or reimbursed by a Loan Party pursuant to subsection (a) or (c) above in respect of payments under this Agreement or the other Loan Documents, such Lender or the Administrative Agent, as the case may be, shall pay to the applicable Loan Party, with reasonable promptness following the date on which it actually receives such refund, an amount equal to such refund, net of all out-of-pocket expenses in securing such refund; provided, that the Loan Parties, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid (with interest and penalties) over to any Loan Party to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such amount to such Governmental Authority. This Section 2.11(i) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the Loan Parties or any other person. Notwithstanding anything to the contrary in this paragraph (i), in no event will a Lender or the Administrative Agent, as the case may be, be required to pay any amount to a Loan Party pursuant to this paragraph (i) if such payment would place the Lender or the Administrative Agent in a less favorable net after-Tax position than the Lender or the Administrative Agent would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid.

(j) Indemnification of Administrative Agent. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes or Other Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and Other Taxes and without limiting the obligation of the Loan Parties to do so) and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any

and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Agent under this Section 2.11(j). For the avoidance of doubt, except as otherwise provided in Section 2.11(a), Section 2.11(b) and Section 2.11(c), nothing in this Section 2.11(j) shall result in any increase in the liability of any Loan Party to any Lender or the Administrative Agent for Taxes or Other Taxes.

Section 2.12 Increased Costs; Capital Adequacy; Funding Exceptions.

(a) Increased Costs on LIBOR Rate. If Regulation D of the Board of Governors of the Federal Reserve System or after the date of this Agreement the adoption of any applicable law, rule or regulation, or any change in any existing law, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by a Lender with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency, shall:

(i) subject a Lender to or cause the withdrawal or termination of any exemption previously granted to a Lender with respect to, any tax, duty or other charge with respect to its Loans or its obligation to make Loans, or shall change the basis of taxation of payments to a Lender of the principal of or interest under this Agreement in respect of its Loans or its obligation to make Loans (except for changes in the rate of tax on the overall net income of a Lender imposed by the jurisdictions in which such Lender's principal executive office is located or in which such Lender is organized), or

(ii) impose, modify or deem applicable any reserve (including, without limitation, any reserve imposed by the Board of Governors of the Federal Reserve System, but excluding any reserve included in the determination of interest rates pursuant to Section 2.4), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, a Lender; or

(iii) impose on a Lender any other condition affecting its making, maintaining or funding of its Loans or its obligation to make Loans;

and the result of any of the foregoing is to increase the cost to an affected Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by such Lender under this Agreement or with respect to a Loan, then the affected Lender will notify the Administrative Borrower and the Administrative Agent of such increased cost and within fifteen (15) days after demand by such Lender (which demand shall be accompanied by a statement setting forth the basis of such demand) and the Borrowers shall pay to such Lender such additional amount or amounts as will compensate the Lender for such increased cost or such reduction. Each Lender will notify the Administrative Borrower of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender to compensation pursuant to this Section 2.12. The obligations of the Borrowers under this Section 2.12(a) shall survive any termination of this Agreement.

(b) Capital Adequacy. If a Lender determines at any time that such Lender's Return has been reduced as a result of any Capital Adequacy Rule Change, such Lender may require the Borrowers to pay to such Lender the amount necessary to restore such Lender's Return to what it would have been had there been no Capital Adequacy Rule Change. For purposes of this Section 2.12(b), the following definitions shall apply:

(i) "Return", for any fiscal quarter or shorter period, means the percentage determined by dividing (A) the sum of interest and ongoing fees earned by a Lender under this Agreement during such period by (B) the average capital such Lender is required to maintain during such period as a result of its being a party to this Agreement, as determined by such Lender based upon its total capital requirements and a reasonable attribution formula that takes account of the Capital Adequacy Rules then in effect. Return may be calculated for a Lender for each fiscal quarter and for the shorter period between the end of a fiscal quarter and the date of termination in whole of this Agreement.

(ii) "Capital Adequacy Rule" means any law, rule, regulation or guideline regarding capital adequacy that applies to a Lender, or the interpretation thereof by any Governmental Authority. Capital Adequacy Rules include rules requiring financial institutions to maintain total capital in amounts based upon percentages of outstanding loans, binding loan commitments and letters of credit.

(iii) "Capital Adequacy Rule Change" means any change in any Capital Adequacy Rule occurring after the date of this Agreement, but does not include any changes in applicable requirements that at the date hereof are scheduled to take place under the existing Capital Adequacy Rules or any increases in the capital that a Lender is required to maintain to the extent that the increases are required due to a regulatory authority's assessment of such Lender's financial condition.

The initial notice sent by a Lender shall be sent after such Lender learns that its Return has been reduced, shall include a demand for payment of the amount necessary to restore such Lender's Return through and including the quarter in which the notice is sent, and shall state in reasonable detail the cause for the reduction in such Lender's Return and such Lender's calculation of the amount of such reduction. Thereafter, a Lender may send a new notice during each fiscal quarter setting forth the calculation of the reduced Return for that quarter and including a demand for payment of the amount necessary to restore such Lender's Return for that quarter. A Lender's calculation in any such notice shall be conclusive and binding absent demonstrable error.

(c) Basis for Determining Interest Rate Inadequate or Unfair. If with respect to any Interest Period:

(i) the Administrative Agent determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that deposits in Dollars (in the applicable amounts) are not being offered in the London interbank eurodollar market for such Interest Period; or

(ii) the Administrative Agent otherwise determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that by reason of circumstances affecting the London interbank eurodollar market adequate and reasonable means do not exist for ascertaining the applicable LIBOR Rate; or

(iii) the Administrative Agent otherwise determines, or the Required Lenders determine and advise the Administrative Agent (which determination shall be binding and conclusive on all parties), that the LIBOR Rate as determined by the Administrative Agent will not adequately and fairly reflect the cost to the Lenders of maintaining or funding a Loan for such Interest Period, or that the making or funding of Loans has become impracticable as a result of an event occurring after the date of this Agreement which in the opinion of such Lenders materially affects such Loans;

then the Administrative Agent shall promptly notify the affected parties and the Administrative Borrower shall enter into good faith negotiations with each affected Lender in order to determine an alternate method to determine the LIBOR Rate for such Lender.

(d) Illegality. In the event that any change in (including the adoption of any new) Applicable Laws, or any change in the interpretation of Applicable Laws by any Governmental Authority, including any central bank or comparable agency or any other regulatory body, charged with the interpretation, implementation or administration thereof, or compliance by a Lender with any request or directive (whether or not having the force of law) of any such Governmental Authority, including any central bank or comparable agency or other regulatory body, should make it unlawful or, in the good faith judgment of the affected Lender, shall raise a substantial question as to whether it is unlawful, for such Lender to make, maintain or fund Loans, then (i) the affected Lender shall promptly notify the Administrative Borrower and the Administrative Agent, (ii) the obligation of the affected Lender to make Loans shall, upon the effectiveness of such event, be suspended for the duration of such unlawfulness, and (iii) the Borrowers shall prepay all applicable Loans of such Lender, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid.

(e) Procedures to Mitigate. If circumstances arise in respect of any Lender which would, or would upon the giving of notice, result in any liability of the Borrowers under Section 2.11 or this Section 2.12 then, without in any way limiting, reducing or otherwise qualifying the Borrowers' obligations under Section 2.11 or this Section 2.12, such Lender shall promptly, upon becoming aware of the same, notify the Administrative Agent and the Administrative Borrower thereof and shall, in consultation with the Administrative Agent and the Administrative Borrower and to the extent that it can do so without, in its reasonable judgment, disadvantaging itself, take such reasonable steps, at the sole expense of the Borrowers, as may be available to it to mitigate the effects of such circumstances (including, without limitation, the designation of an alternate office in

accordance with Section 2.11(h) or the transfer of its Loans to another office). If and so long as a Lender has been unable to take, or has not taken, steps reasonably acceptable to the Administrative Borrower and the Administrative Agent to mitigate the effect of the circumstances in question, such Lender shall be obliged, at the request of the Administrative Borrower or the Administrative Agent, to assign all its rights and obligations hereunder to another Person designated by the Administrative Agent, or the Administrative Borrower with the approval of the Administrative Agent (which shall not be unreasonably withheld or delayed), and willing to enter this Agreement in place of such Lender; provided that such Person satisfies all of the requirements of this Agreement, including, but not limited to, providing the forms and documents required by Section 8.12 and any such Person shall cover all costs incurred in connection with effecting such replacement.

Section 2.13 Funding Losses. Each Borrower hereby agrees that upon demand by any Lender (which demand shall be accompanied by a statement setting forth the basis for the calculations of the amount being claimed) such Borrower will indemnify such Lender against any loss or expense which such Lender may have sustained or incurred (including, without limitation, any net loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain Loans) or which such Lender may be deemed to have sustained or incurred, as reasonably determined by such Lender, (i) as a consequence of any failure by the Borrowers to make any payment when due of any amount due hereunder in connection with any Loans, or (ii) due to any failure of the Borrowers to borrow on a date specified therefor in a Notice of Borrowing. For this purpose, all notices under Section 2.2 shall be deemed to be irrevocable.

Section 2.14 Right of Lenders to Fund through Other Offices. Each Lender, if it so elects, may fulfill its agreements hereunder with respect to any Loan by causing a foreign branch or Affiliate of such Lender to make such Loan; provided, that in such event the obligation of the Borrowers to repay such Loan shall nevertheless be to such Lender and such Loan shall be deemed held by such Lender for the account of such branch or Affiliate.

Section 2.15 Discretion of Lenders as to Manner of Funding. Notwithstanding any provision of this Agreement to the contrary, each Lender shall be entitled to fund and maintain all or any part of its Loans in any manner it deems fit, it being understood, however, that for the purposes of this Agreement (specifically including, without limitation, Section 2.13 hereof) all determinations hereunder shall be made as if each Lender had actually funded and maintained each Loan during each Interest Period for such Loan through the purchase of deposits having a maturity corresponding to such Interest Period and bearing an interest rate equal to the appropriate LIBOR Rate for such Interest Period.

Section 2.16 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of a Lender pursuant to Section 2.11, 2.12, or 2.13 shall be conclusive absent demonstrable error. Each Lender may use reasonable averaging and attribution methods in determining compensation pursuant to such Sections 2.11, 2.12, or 2.13 and the provisions of Sections 2.11, 2.12, and 2.13 and the obligations of the Borrowers thereunder shall survive termination of this Agreement.

Section 2.17 Protective Advances.

(a) The Administrative Agent hereby is authorized by each Borrower and the Lenders (but is not obligated to), from time to time at the direction of the Required Lenders, (i) after the occurrence of a Default or an Event of Default, or (ii) at any time that any of the other applicable conditions precedent set forth in Article III are not satisfied, to make advances to the Borrowers on behalf of the Lenders that the Required Lenders, in their Permitted Discretion, deem necessary or desirable (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of repayment of the Obligations, or (C) to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including Agent Expenses (any of the advances described in this Section 2.17(a) shall be referred to as “Protective Advances”), which Protective Advances shall bear interest at all times at the same rate as would be applicable during the continuation of an Event of Default to the Loans, whether or not an Event of Default then exists.

(b) All payments on the Protective Advances shall be payable to the Administrative Agent for the ratable benefit of the Lenders. The principal of and accrued unpaid interest on the Protective Advances shall be payable on demand from time to time, and shall be secured by the Agent’s Liens, and constitute Obligations hereunder. The provisions of this Section 2.17 are for the exclusive benefit of the Administrative Agent and the Lenders, and are not intended to benefit the Obligor in any way, and in no event shall a Borrower or any other Obligor be deemed a beneficiary of this Section nor authorized to enforce any of its terms.

Section 2.18 Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law (the “maximum rate”). If any Secured Party shall receive interest hereunder in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations or, if it exceeds such unpaid principal, refunded to the Administrative Borrower. In determining whether the interest contracted for, charged or received by a Secured Party exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 2.19 Defaulting Lenders. The failure of any Lender to fund a Loan or to otherwise perform its obligations hereunder (any Lender who fails to fund a Loan or to otherwise perform its obligations hereunder, a “Defaulting Lender”) shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender. The Lenders and the Administrative Agent agree (which agreement is solely among them, and not for the benefit of or enforceable by any Borrower or other Group Member) that, solely for purposes of determining a Defaulting Lender’s right to vote on matters relating to the Loan Documents and to share in payments, fees and Collateral proceeds thereunder, a Defaulting Lender shall not be deemed to be a “Lender” until all its defaulted obligations have been cured.

ARTICLE III
CONDITIONS OF LENDING

Section 3.1 Conditions Precedent to the Closing Date. The obligation of each Lender to make Loans on the Closing Date hereunder is subject to the satisfaction or due waiver of each of the following conditions precedent, on or before February 27, 2013, in each case in form and substance satisfactory to the Administrative Agent (at the direction of the Required Lenders):

(a) Certain Documents. The Administrative Agent shall have received on or prior to the Closing Date each of the following, each (in the case of clauses (i) through (iii), and (v) through (ix)) dated the Closing Date unless otherwise agreed by the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, the Lenders and their counsel:

(i) This Agreement, the Notes (if requested by any Lender) and each of the other Loan Documents (other than the Collateral Access Agreements, the Control Agreements and any Mortgages), including, without limitation, the Security Agreement, the Intellectual Property Security Agreements, the Intercompany Subordination and Payment Agreement, in each case fully executed and delivered by all parties thereto;

(ii) Copies of all ABL DIP Credit Documents, including copies of all executed counterparts thereof where applicable;

(iii) A certificate or certificates of the Secretary or an Assistant Secretary of each Obligor, attesting to and attaching (i) a complete and correct copy of the corporate resolution of such Person authorizing the execution, delivery and performance of each Loan Document to which such Person is a party, certified as of the Closing Date as being in full force and effect without modification, amendment or revocation, (ii) the names, titles and signatures of the officers of such Person authorized to execute and deliver Loan Documents, (iii) a complete and correct copy of each Constituent Document of such Person (as in effect on the Closing Date) that is on file with any Governmental Authority in the jurisdiction, of organization of such Person, certified as of a recent date by such Governmental Authority, together with, if applicable, certificates attesting to the good standing of such Person in such jurisdiction and (iv) a complete and correct copy of each other Constituent Document of such Person (as in effect on the Closing Date);

(iv) [Reserved];

(v) A certificate of a Responsible Officer to the effect that each condition set forth in this Section 3.1 and Section 3.2 has been satisfied;

(vi) The executed and favorable legal opinions of independent counsel for the Obligors addressing such matters as the Administrative Agent or the Lenders may reasonably request;

(vii) Evidence of general liability insurance, property, casualty and business interruption insurance, product liability insurance, directors' and officers' liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation, in each case with respect to the insurance coverage required by Section 5.6; and

(viii) Copies of each of the Material Contracts, in form and substance satisfactory to the Lenders;

(b) The absence (i) since December 29, 2012, of any event or circumstance, including any event or circumstance generally affecting the industry or industries in which the Obligors operate, that could reasonably be expected to have a Material Adverse Effect, other than matters described in the Administrative Borrower's annual report on form 10K for the period ended April 30, 2012, or quarterly reports on form 10Q for the periods ending July 28, 2012 and October 27, 2012, which have been previously delivered to the Administrative Agent, and (ii) of any material pending or threatened action, suit, investigation, litigation, proceeding, bankruptcy or insolvency, injunction, order or claims in any court or before any arbitrator or governmental instrumentality with respect to any Group Member, except as specified on Schedule 4.6, that (i) could reasonably be expected to result in a Material Adverse Effect, or except as disclosed, if adversely determined, could reasonably be expected to result in a Material Adverse Effect or (ii) restrains, prevents or imposes or can reasonably be expected to impose materially adverse conditions upon this Agreement, the Collateral or the transactions contemplated thereby.

(c) The absence, as of the Closing Date and after giving effect to all of the transactions contemplated hereby, including, without limitation, the payment of all Closing Date fees and expenses, of any Default or Event of Default under this Agreement or any default or violation (howsoever defined) under any other Material Contract of any Group Member (except for the filing, commencement and continuation of the Chapter 11 Cases and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom)).

(d) The Lenders shall be satisfied that, subject only to the funding of any Loans hereunder, (i) the proceeds of the Loans are being applied in accordance with the provisions of Section 2.8, and (ii) all Related Transactions shall have been consummated or shall be consummated simultaneously with the closing of the transactions contemplated hereunder.

(e) The Lenders shall be satisfied with the corporate structure, ultimate ownership and management of the Obligors (it being agreed that the current corporate structure and ultimate ownership as disclosed to the Bankruptcy Court in the Chapter 11 Cases on the Petition Date, is acceptable) and the management of the Obligors (it being agreed that the current management of the Obligors as disclosed to the Bankruptcy Court in the Chapter 11 Cases on the Petition Date, is acceptable).

(f) Appropriate UCC financing statements, Intellectual Property records and other filings shall have been duly filed (or, in the case of Intellectual Property records, shall have been prepared for filing in form and substance satisfactory to the Lenders and executed and delivered to the Administrative Agent) in such office or offices as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the

Collateral Agent's first priority Liens in and to the Term Loan Priority Collateral and second priority Liens in and to the ABL DIP Credit Priority Collateral, and the Administrative Agent shall have received searches reflecting the filing of all such financing statements, records and filings (except for such Intellectual Property records as have been prepared and delivered to the Administrative Agent but not filed) and the absence of any Liens other than Permitted Liens and Liens for which the Administrative Agent has received releases, terminations, and such other documents as the Lenders may, in their sole discretion, request to evidence and effectuate the termination and release of such Liens and the termination of the financing arrangements that any Borrower or any other Obligor may currently have in place giving rise to such Liens. The Collateral Agent, for the benefit of itself and the Secured Parties, shall hold perfected and first priority Liens in and to the Term Loan Priority Collateral and perfected second priority Liens in and to the ABL DIP Credit Priority Collateral, including (i) all personal property other than titled vehicles with an aggregate fair market value not to exceed \$200,000, and (ii) all fee owned Real Property owned by the Obligors, and the Administrative Agent shall have received such evidence of the foregoing as it requires.

(g) Payment by the Borrowers, on or prior to the Closing Date, of all fees and expenses owing and payable to the Agent, the Lenders and their respective Affiliates as of the Closing Date and, without duplication, all fees, expenses and other amounts payable set forth herein and costs and expenses incurred by the Agent, the Lenders, the Borrowers and/or their respective Affiliates in connection with the transactions contemplated hereby.

(h) Payment in cash by the Borrowers, to the extent invoiced to the Borrowers, of all fees, costs, disbursements and expenses of (i) the Administrative Agent (including fees, costs, disbursements and expenses of its counsel, Stroock, and their local counsel) and (ii) the Lenders (including fees, costs, disbursements and expenses of (a) their outside counsel, Stroock, and their local counsel, (b) a financial advisor to the Lenders, if any, and (c) any other professional advisors retained by the Lenders or their counsel).

(i) Each Obligor shall have received all consents and authorizations required pursuant to any Material Contract with any other Person and shall have obtained all Permits of, and effected all notices to and filings with, any Governmental Authority, in each case, without the imposition of any conditions that are not acceptable to the Administrative Agent and the Required Lenders, and as may be necessary (i) in connection with continued operation of the business conducted by each Obligor in substantially the same manner as conducted prior to the Closing Date, or (ii) in connection with the consummation of the transactions contemplated in any Loan Document or ABL DIP Credit Document (including the Related Transactions). Each such consent, authorization and Permit shall be in full force and effect. All applicable waiting periods shall have expired without any action being taken or threatened by any competent authority or other applicable Person that would restrain, prevent or otherwise impose adverse conditions on the transactions contemplated by the Loan Documents or the ABL DIP Credit Documents or the Related Transactions. No action, request for stay, petition for review or rehearing, reconsideration, or appeal with respect to any of the foregoing shall be pending, and the time for any applicable Governmental Authority or other Person to take action to set aside its consent on its own motion shall have expired.

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- (j) The materials furnished to the Administrative Agent by the Obligors prior to and on the Closing Date, taken as a whole, shall have contained no misstatement of material fact and shall have omitted no material fact required to be stated in order to make the statements therein contained not misleading in light of the circumstances under which made. The Administrative Agent shall be reasonably satisfied that any financial statements and other financial information delivered to it by the Obligors fairly present the business and financial condition of the Obligors.
- (k) The Administrative Agent shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the USA Patriot Act.
- (l) An Acceptable Cash Management System shall have been entered into, and the Cash Management Accounts shall have been established, and all documentation relating to the foregoing shall have been executed and delivered to the Administrative Agent by all parties thereto.
- (m) The Borrowers and the Lenders shall have agreed upon an Approved Budget, and the Administrative Agent and the Lenders shall have received all items constituting the Approved Budget.
- (n) The Borrowers shall have confirmed that the Prepetition Indebtedness (other than Intercompany Debt listed on Schedule 6.2 hereto) is not greater than \$200,000,000 and that the aggregate outstanding principal amount under the Prepetition Term Loan Agreement is \$67,000,000.
- (o) The Prepetition ABL Credit Lenders will have entered into ABL DIP Credit Documents acceptable to the Administrative Agent to provide the Borrowers with DIP financing that when combined with the obligations in respect of the Prepetition ABL Credit Documents will not exceed \$175,000,000.
- (p) [Reserved.]
- (q) All motions and other documents to be filed with and submitted to the Bankruptcy Court related to this Agreement and the approval thereof shall be in form and substance satisfactory to the Lenders.
- (r) There shall not exist any law, regulation, ruling, judgment, order, injunction or other restraint that, in the judgment of the Administrative Agent at the direction of the Required Lenders, prohibits, restricts or imposes a materially adverse condition on the Borrowers or the Guarantors, this Agreement or the exercise by the Administrative Agent at the direction of the Lenders of its rights as a secured party with respect to the Collateral.

(s) The Bankruptcy Court shall have entered an Interim Order not later than on the first Business Day after the date on which the motion to approve the Interim Order is heard, in form and substance satisfactory to the Administrative Agent and the Required Lenders, which Interim Order shall include, without limitation, copies of this Agreement and the Approved Budget as exhibits thereto, entered on notice to such parties as may be satisfactory to the Administrative Agent and the Lenders, (i) authorizing and approving this Agreement and the Transactions contemplated hereby, including, without limitation, the granting of the superpriority status, security interests and priming liens, and the payment of all fees, referred to herein; (ii) lifting or modifying the automatic stay to permit the Obligors to perform their obligations and the Lenders to exercise their rights and remedies with respect to the Facility; (iii) authorizing the use of cash collateral and providing for adequate protection to the extent agreed by the Lenders; and (iv) reflecting such other terms and conditions that are satisfactory to the Administrative Agent and the Lenders in their sole discretion; which Interim Order shall be in full force and effect, shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Administrative Agent and the Required Lenders.

(t) The Escrow Account shall be established under the Escrow Agreement.

(u) The Term Loan Priority Collateral Deposit Account shall have been established.

(v) Such other items as the Administrative Agent or the Required Lenders shall reasonably require.

Section 3.2 Additional Conditions Precedent to Each Loan. The obligation of each Lender to make a Loan on or after the Closing Date shall be subject to the satisfaction of each of the following further conditions precedent as of such date:

(a) the representations and warranties contained in Article IV hereof shall be true and correct in all material respects (without duplication of any materiality qualifier contained herein) as though made on and as of such date (and each Borrower shall be deemed to have so made each such representation and warranty on and as of such date).

(b) no event shall have occurred, or would result from the making of the Loans or the ABL DIP Credit Loans or consummation of the transactions contemplated by the Loan Documents and the ABL DIP Credit Documents or the Related Transactions that, with the giving of notice or lapse of time or both, if required, constitutes, or would give rise to, a Default or an Event of Default.

(c) With respect to the making of a Loan (except with respect to the Initial Borrowing on the Closing Date), the Administrative Agent shall have timely received a Notice of Borrowing in compliance with the terms hereof.

(d) no injunction, writ, judgment, decree, restraining order, or other order of any nature shall have been issued and remain in force by any Governmental Authority or arbitrator against any Obligor, the Agent, any Lender or the ABL DIP Agent or any ABL DIP Credit Lender or letter of credit issuing bank prohibiting or restraining, directly or indirectly, and no other legal bar shall exist directly or indirectly to, the making of such Loans or the ABL DIP Credit Loans or the consummation of the Related Transactions.

(e) The making of such Loan shall not violate any requirement of Applicable Law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) No Material Adverse Effect shall have occurred, other than the filing, commencement and continuation of the Chapter 11 Cases, and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom).

Section 3.3 Additional Conditions Precedent to Each Loan Made on an Extended Funding Date. In addition to the conditions precedent set forth in Section 3.2, the obligations of each Lender to make a Loan on an Extended Funding Date shall be subject to the satisfaction of each of the following further conditions precedent as of such date:

(a) The aggregate amount of receipts collected by the Obligors during the period from the Closing Date through such Extended Funding Date (an "Extended Funding Test Period") shall have been less than 100% of the aggregate amount of receipts budgeted in the "Collections" line in the Approved Budget for the weeks comprising such Extended Funding Test Period;

(b) The aggregate amount of disbursements in the nature of those included in the line items "Debtor Professional Fees", "Professional Fees for Unsecured Creditors" and "Restructuring/Other Professional Fees" in the Approved Budget made by the Obligors during such Extended Funding Test Period shall have been greater than 90% and less than 125% of the aggregate amount of disbursements budgeted in such line items in the Approved Budget for the weeks comprising such Extended Funding Test Period; and

(c) As of such Extended Funding Date, the aggregate value of inventory of the Obligors (calculated in accordance with GAAP and in a manner consistent with past practices) subject to credit terms of at least thirty (30) days from non-critical vendors is less than \$7,500,000;

provided, however, that, notwithstanding the failure of the Borrowers to satisfy the conditions precedent contained in Section 3.3(a) through Section 3.3(c) hereof on such Extended Funding Date, each Lender shall make a Loan on such Extended Funding Date in accordance with Section 2.1 if the following conditions precedent shall have been satisfied on such date: the Proceeds of such Loan shall be necessary for the Borrowers to obtain and consummate the transactions contemplated by a final order of the Bankruptcy Court (which order shall be satisfactory in form and substance to the Required Lenders, in their sole discretion) that, in such case either (x) confirms a plan or plans of reorganization in connection with the Chapter 11 Cases or (y) approves a sale of all or substantially all of the Borrowers' assets through either a sale under section 363(k) of the Bankruptcy Code, section 363(b) of the Bankruptcy Code or under a plan of reorganization in the Chapter 11 Cases, and such final order does not, or could not reasonably be expected to, cause a Default or Event of Default.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

To induce the Agent and the Lenders to enter into this Agreement and to make Loans, each Group Member represents and warrants to the Agent and the Lenders that:

Section 4.1 Existence and Power; Good Standing; Compliance with Law. Each Group Member is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and, except as set forth on Schedule 4.1, is duly licensed or qualified to transact business in all jurisdictions where its assets are located, where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary and wherever otherwise necessary to carry out its business and operations. Upon entry of the DIP Order, each Group Member has all requisite power and authority, and the legal right, to conduct its business as currently and proposed to be conducted, to own, operate and pledge its properties and to execute and deliver, and to perform all of its obligations under, each of the Loan Documents and ABL DIP Credit Documents to which it is a party and to consummate the Related Transactions. Each Group Member is in compliance with all applicable Requirements of Law (including Requirements of Law relating to remittances, withholdings, source deductions and wages (including vacation pay and pension contributions)) and has all necessary Permits from or by, has made all necessary filings with, and has given all necessary notices to, each Governmental Authority having jurisdiction over it or its properties, to the extent required for such ownership, operation, pledge or conduct of business. Schedule 4.1 hereto contains, as of the date hereof, (i) a complete and accurate list, for each jurisdiction in which any Group Member operates, of the Permits held by each Group Member with respect to such jurisdiction and (ii) a complete and accurate list of all Permits issued by a Governmental Authority and held by a Group Member with respect to such Group Member's operations in any state or other jurisdiction generally.

Section 4.2 Authorization for Borrowings; No Conflict as to Law or Agreements. Subject to entry of the DIP Order, the execution and delivery by each Obligor of, and performance by such Obligor of its obligations under, each of the Loan Documents and ABL DIP Credit Documents to which it is a party, and the Loans made hereunder, and the consummation of the Related Transactions, are within such Obligor's corporate, limited liability company or similar entity powers, have been duly authorized by all necessary corporate, limited liability or similar entity action in respect of such Obligor and do not and will not (i) require any authorization, consent or approval by, or registration, declaration or filing (other than filing of financing statements and mortgages as contemplated hereunder) with, or notice to, any Governmental Authority, any holders of Equity Interests in such Obligor, or any other Person, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained, accomplished or given prior to the date hereof, (ii) violate any Requirement of Law with respect to such Obligor or any of its Subsidiaries, (iii) conflict with or contravene such Obligor's Constituent Documents, (iv) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any indenture or loan or credit agreement or any other material agreement, lease or instrument to which such Obligor or any of its Subsidiaries is a party or by which it or its properties may be bound or affected (including the Loan Documents and the ABL DIP Credit Documents), or (v) result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned or hereafter acquired by such Obligor or any of its Subsidiaries (other than as required under the Loan Documents in favor of the Collateral Agent and the Secured Parties, and as required under the ABL DIP Credit Documents).

Section 4.3 Legal Agreements. Subject to entry of the DIP Order, each of the Loan Documents and ABL DIP Credit Documents to which any Obligor is a party constitutes the legal, valid and binding obligation and agreement of such Obligor, enforceable against such Obligor in accordance with its terms.

Section 4.4 Group Members; Subsidiaries; Equity Interests. Set forth on Part A of Schedule 4.4 hereto is a complete and correct list of all the Group Members and all Subsidiaries and joint ventures of any of them, reflecting, for each such Person as of the date of this Agreement, its legal name, jurisdiction of organization, the number of shares or units of each class of Equity Interests authorized (if applicable), the number of shares or units of each class of Equity Interests outstanding on the Closing Date and the number and percentage of the outstanding shares or units of each such class of Equity Interests owned (directly or indirectly) by each Borrower and each Guarantor. All outstanding Equity Interests in each such Person have been validly issued, are fully paid and non-assessable (to the extent applicable) and, except in the case of Equity Interests issued by the Administrative Borrower, are owned beneficially and of record by an Obligor free and clear of all Liens other than the security interests created by the Loan Documents and the ABL DIP Credit Documents, any non-consensual Liens arising as a matter of law and permitted under Section 6.1 and, in the case of joint ventures, Permitted Liens. Except as provided in Part B of Schedule 4.4, as of the Closing Date, there are no preemptive or other outstanding subscription or other rights, options, warrants, convertible interests, conversion rights, agreements to issue or sell or vote, phantom rights or powers of attorney other or similar agreements or understandings for the purchase or acquisition from any Group Member, or the voting, of any Equity Interests in any such Person or otherwise relating to the Equity Interests in any Group Member. Except as disclosed in Part C of Schedule 4.4, in the five years preceding the Closing Date, no Obligor and no Subsidiary has acquired any substantial assets from any other Person nor been the surviving entity in a merger or combination.

Section 4.5 Financial Condition; No Adverse Change; No Restricted Payments. The Administrative Borrower has furnished to the Administrative Agent various documents, files, materials, correspondence and other information regarding the business of Borrower and its Subsidiaries, including, without limitation, the audited financial statements for the fiscal year ended April 28, 2012, the unaudited consolidating financial statements for the fiscal year ended April 28, 2012, the unaudited consolidated and consolidating financial statements for each fiscal month and fiscal quarter ended after April 28, 2012 through the Closing Date, and financial projections through April 1, 2016 (the "Projections"). All such documents, files, materials, correspondence and information (other than the Projections) are complete and correct as to the subject matter thereof (taken as a whole) in all respects as of the date made available to the Administrative Agent, do not contain any misstatement of material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading, fairly present in all material respects the financial condition of the Administrative Borrower and its Subsidiaries on the dates thereof and the results of operations for the periods then ended (subject to year-end audit adjustments) and were prepared in accordance with GAAP. The Projections have been prepared in good faith based upon reasonable estimates and assumptions stated

therein, which the Administrative Borrower has determined to be reasonable and fair in light of the then current conditions and facts. Since December 29, 2012, other than the filing, commencement and continuation of the Chapter 11 Cases, and the events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases (including any litigation resulting therefrom), there has not occurred any event, development or circumstance or other change in fact, that could, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. Since the Petition Date, no Group Member has directly or indirectly declared, ordered, paid or made, or set apart any sum or property for, any Restricted Payment or agreed to do so except as set forth on Schedule 4.5 or as permitted by Section 6.4.

Section 4.6 Litigation. Other than the filing, commencement and continuation of the Chapter 11 Cases and any litigation resulting therefrom, there are no actions, investigations, suits, audits, claims, demands, orders, disputes or proceedings pending or, to the knowledge of any Group Member, threatened against or affecting any Group Member or the properties of any of them before any Governmental Authority, that in each case (i) seek injunctive or similar relief or a monetary recovery against any Group Member in excess of \$50,000 or (ii) if adversely determined, could reasonably be expected to have a Material Adverse Effect; in each case, except as set forth and described in Schedule 4.6.

Section 4.7 Margin Regulations. No Group Member has engaged in, or will engage in, the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Loan or other extensions of credit hereunder will be used to purchase or carry any margin stock, or to extend credit to others for the purpose of purchasing or carrying any margin stock, in a manner that would result in a violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

Section 4.8 Taxes. Each Group Member has paid or caused to be paid to the proper Governmental Authorities all federal or national, state or provincial, and local taxes, domestic or foreign, required to be paid by it. Each Group Member has duly filed with the appropriate Governmental Authority all federal or national, state or provincial, local income, franchise and other tax returns, reports and statements (the “Tax Returns”), domestic or foreign, required to be filed by it, all such Tax Returns are true and correct in all material respects, and all taxes, charges and other impositions reflected therein or otherwise due and payable have been paid prior to the date on which any Liability may be added thereto for non-payment thereof except for those contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are maintained on the books of the appropriate Group Member in accordance with GAAP all of which are described in Schedule 4.8.

Section 4.9 Titles and Liens; Letters of Credit. Each of the Group Members has good and absolute title to all properties and assets reflected as being owned by such Person in the latest consolidating balance sheets referred to in Section 4.5 (including good record and marketable fee simple title to all Owned Real Property and valid leasehold interests in all Leased Real Property), and each Group Member has good and absolute title to all properties pledged by it, or a Lien on which is granted by it, pursuant to any Loan Document, in each case free and clear of all Liens, except for Permitted Liens. In addition, no financing statement or other Lien notice or recordation naming any Group Member as debtor is on file in any office except to

perfect only Permitted Liens and precautionary filings for leases and consignments. The Collateral Agent has a valid, perfected, first-priority (subject only to Permitted Senior Liens) and enforceable security interest in and Lien on the Collateral. As of the date hereof, no Obligor is the account party under any letter of credit other than (x) as listed and described on Schedule 4.9 or (y) as may be issued pursuant to and under the ABL DIP Credit Agreement.

Section 4.10 Employee Benefits Plans. Schedule 4.10 identifies each ERISA Plan as of the Closing Date. No ERISA Event has occurred or could reasonably be expected to occur with respect to an ERISA Plan. Full payment has been made of all amounts that a Controlled Group member is required, under Applicable Law or under the governing documents, to have paid as a contribution to or a benefit under each ERISA Plan. As of the most recent date of release of the financial statements for each Controlled Group member, the liability of such Controlled Group member with respect to each ERISA Plan has been fully funded based upon reasonable and proper actuarial assumptions or has been fully insured. No changes have occurred that would cause a material increase in the cost of providing benefits under any ERISA Plan. Each ERISA Plan is in compliance with all Applicable Laws. With respect to each ERISA Plan that is intended to be qualified under Section 401(a) of the IR Code: (a) such ERISA Plan and any associated trust operationally comply in all respects with the applicable requirements of Section 401(a) of the IR Code; (b) such ERISA Plan and any associated trust have been amended to comply with all such requirements as currently in effect, other than those requirements for which a retroactive amendment can be made within the “remedial amendment period” available under Section 401(b) of the IR Code (as extended under Treasury regulations and other Treasury pronouncements upon which taxpayers may rely); (c) such ERISA Plan and any associated trust have received a favorable determination or opinion letter from the IRS stating that such ERISA Plan qualifies under Section 401(a) of the IR Code, that the associated trust qualifies under Section 501(a) of the IR Code and, if applicable, that any cash or deferred arrangement under the ERISA Plan qualifies under Section 401(k) of the IR Code, unless such ERISA Plan was first adopted at a time for which the above-described “remedial amendment period” has not yet expired; (d) such ERISA Plan currently satisfies the requirements of Section 410(b) of the IR Code, without regard to any retroactive amendment that may be made within the above-described “remedial amendment period”; (e) no contribution made to such ERISA Plan is subject to an excise tax under Section 4972 of the IR Code and (f) to the knowledge of the Group Company, nothing has occurred or is reasonably expected to occur that could result in the loss of the qualified status of such ERISA Plan. With respect to any Pension Plan, there are no unfunded benefit liabilities as defined in Section 4001(a)(18) of ERISA and the “accumulated benefit obligation” with respect to such Pension Plan (as determined in accordance with Statement of Accounting Standards No. 87, “Employers’ Accounting for Pensions”) does not exceed the fair market value of Pension Plan assets.

Section 4.11 Default; Affiliate Transactions; Material Contracts. Each Group Member is in compliance with all provisions of all material agreements, instruments, decrees and orders (including the Loan Documents and the ABL DIP Credit Documents) to which it is a party or by which it or its property is bound or affected. Each representation, warranty and certification made by each Group Member under the ABL DIP Credit Documents was true and correct when made or deemed made. Except as set forth on Part A of Schedule 4.11, no Obligor has (i) any written agreements or binding arrangements of any kind with any Affiliate of any Obligor (except for another Obligor) or (ii) any management or consulting agreements of any kind. Part

B of Schedule 4.11 contains a true, correct and complete list of all the Material Contracts (other than the Loan Documents and the ABL DIP Credit Documents) in effect as of the date hereof, and except as set forth on Part C of Schedule 4.11, all Material Contracts (including the Loan Documents and the ABL DIP Credit Documents) are in full force and effect and no defaults exist thereunder.

Section 4.12 Environmental Compliance. Each Group Member has obtained all Permits that are required under Environmental Laws at the facilities of such Group Member or any of its Subsidiaries or in connection with the operation of such facilities.

Except as disclosed in Schedule 4.12, each Group Member complies, and all activities of each Group Member at its respective facilities comply, and has or have complied for the past five years, with all Environmental Laws and with all terms and conditions of any required Permits applicable to such Group Member with respect thereto.

Except as disclosed in Schedule 4.12, each Group Member is in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which such Group Member is aware.

Except as disclosed in Schedule 4.12:

(i) no Group Member is aware of, nor has any Group Member received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any Liability under, any Environmental Laws, and each Group Member has maintained an environmental management system for its and each of its Subsidiaries' operations that demonstrates a commitment to environmental compliance and includes procedures for (a) preparing and updating written compliance manuals covering pertinent regulatory areas, (b) tracking changes in applicable Environmental Laws and modifying operations to comply with new requirements thereunder, (c) training employees to comply with applicable environmental requirements and updating such training as necessary, (d) performing regular internal compliance audits of each of its facility and ensuring correction of any incidents of non-compliance detected by means of such audits, and (e) reviewing the compliance status of off-site waste disposal facilities,

(ii) no Group Member is party to, and no Group Member is subject to or, with respect to any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member, the subject of, any pending or threatened order, action, suit, proceeding, claim, written demand, dispute or notice of violation or of potential Liability or similar notice under or pursuant to any Environmental Law,

(iii) no Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities has attached to any property of any Group Member and, to the knowledge of each Group Member, no facts, circumstances or conditions exist that could reasonably be expected to result in any such Lien attaching to any such property,

(iv) no Group Member has caused or permitted to occur a Release of Hazardous Substances at, to or from any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member and each such Real Property is free of contamination by any Hazardous Substances except for such Release or contamination that could not reasonably be expected to result in Environmental Liabilities of any Group Member,

(v) to the best of its knowledge, no Group Member nor any of its Subsidiaries has any registered or unregistered underground storage tanks in, on or under any Real Property currently (or to the knowledge of any Group Member previously) owned, leased, subleased, operated or otherwise occupied by or for any Group Member that are subject to any Environmental Laws, including underground storage tank laws or regulations, except those that are in compliance with all Environmental Laws and with permits issued pursuant thereto (if any such permits are required),

(vi) no Group Member nor any of its Subsidiaries owns a storage tank facility, and

(vii) no Group Member (x) is or has been engaged in, or has permitted any current or former tenant to engage in, operations, or (y) knows of any facts, circumstances or conditions, including receipt of any information request or notice of potential responsibility under CERCLA or similar Environmental Laws, that, in all cases in clause (x) or (y) above in the aggregate, could have a reasonable likelihood of resulting in material Environmental Liabilities.

Section 4.13 [Reserved].

Section 4.14 Real Estate.

(a) As of the date hereof, Part A of Schedule 4.14(a) hereto contains a true, accurate and complete list of all Owned Real Property and all Leased Real Property, which schedule sets forth for each such Real Property the facility designation, the current street address (including, the county (or other relevant jurisdiction) and state), whether such Real Property is Owned Real Property or Leased Real Property, the record owner thereof (in the case of Owned Real Property) and, if applicable, the name of each landlord and tenant thereof. As of the date hereof, Part B of Schedule 4.14(a) hereto contains a true, accurate and complete list of all Leases (together with all amendments, modifications, supplements, renewals or extensions of any thereof) affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the landlord or sublessor.

(b) Except as specified on Part A of Schedule 4.14(b) hereto, each Lease affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the tenant or subtenant is in full force and effect and no Obligor has knowledge of any default that has occurred and is continuing thereunder, and each such Lease constitutes the legally valid and binding obligation of the applicable Obligor, enforceable against such Obligor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(i) Except as specified on Part B of Schedule 4.14(b) hereto, each Lease affecting Owned Real Property or Leased Real Property in respect of which an Obligor is the landlord or sublessor is in full force and effect and no Obligor has knowledge of any default that has occurred and is continuing thereunder, and each such Lease constitutes the legally valid and binding obligation of the applicable Obligor, enforceable against such Obligor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(c) As of the date hereof, Schedule 4.14(c) hereto contains a true, accurate and complete list of each location at which Inventory or equipment is located, specifying the character thereof in each case.

Section 4.15 Deposit Accounts and Securities Accounts. Schedule 4.15 hereto is a complete and correct list of all of the Obligors' deposit accounts and securities accounts as of the date of this Agreement, including, for each deposit account and securities account, (i) the name and contact details for the institution at which such account is maintained, (ii) the account name and number, and account type, and (iii) the purpose and use of such account.

Section 4.16 Labor Relations. No Group Member is aware that it is, or has within the last five years, engaged in any unfair labor practice. Except as set forth on Schedule 4.16A hereto, there is no unfair labor practice complaint or complaint of employment discrimination, or grievance or arbitration arising out of or under any collective bargaining agreement, pending against any Group Member, or, to the knowledge of the Group Members, threatened against any Group Member, before any Governmental Authority. There are no strikes, labor disputes, work stoppages, slowdowns or lockouts existing, pending (or, to the knowledge of any Group Member, threatened) against or involving any Group Member. As of the Closing Date, (a) there is no collective bargaining or similar agreement with any union, labor organization, works council or similar representative covering any employee of any Group Member, (b) except as set forth on Schedule 4.16B hereto, no petition for certification or election of any such representative is existing or pending with respect to any employee of any Group Member, and (c) no such representative has sought certification or recognition with respect to any employee of any Group Member. The Administrative Borrower covenants and agrees that it shall advise the Administrative Agent in writing of its becoming aware of the occurrence of any of the foregoing events or circumstances arising subsequent to the Closing Date, promptly, and in any event within five Business Days of obtaining knowledge thereof.

Section 4.17 Relevant Jurisdictions. Schedule 4.17 identifies in respect of each Group Member as of the date hereof, its jurisdiction of formation or organization, the full address (including postal code or zip code) of its chief executive office and all places of business and, if different, the address at which the books and records of such Group Member are located, the address at which senior management of such Group Member are located and conduct their deliberations and make their decisions with respect to the business of such Group Member, all jurisdictions in which such Group Member has property, and the address from which the invoices and accounts of such Group Member are issued.

Section 4.18 Intellectual Property. Each Group Member owns or licenses all Intellectual Property that is necessary for the conduct of or used in its businesses as currently conducted. All items of Intellectual Property of the Group Members that have been either registered, or in respect of which a registration application has been filed, by any Group Member, as at the Closing Date, are listed on Schedule 4.18. All required filings and fees related to the Intellectual Property listed on Schedule 4.18 have been timely filed with and paid to the relevant Governmental Authority. Except as disclosed on Schedule 4.18, to the knowledge of each Group Member, (a) the conduct and operations of the businesses of each Group Member do not, and have not been alleged in writing by any other Person to, infringe, misappropriate, dilute, violate or otherwise impair any Intellectual Property rights of any other Person and (b) no other Person has contested any right, title or interest of any Group Member in, or relating to, any Intellectual Property. In addition, except as disclosed on Schedule 4.18, (x) there are no pending (or, to the knowledge of any Group Member, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting any Group Member with respect to Intellectual Property, (y) no judgment or order regarding any such claim has been rendered by any competent Governmental Authority, and no settlement agreement or similar contractual obligation has been entered into by any Group Member, with respect thereto, and (z) no Group Member knows of any valid basis for any claim based on, any such infringement, misappropriation, dilution, violation or impairment or contest. The Group Members have taken all reasonable steps to maintain their Intellectual Property and to protect and preserve the confidentiality of all trade secrets included in the Intellectual Property of the Group Members, including requiring all Persons having access thereto to execute written non-disclosure agreements. None of the items of Intellectual Property of the Group Members that is registered (or for which an application for registration is pending) in any jurisdiction other than the United States and Canada is, singly or as a whole, of more than *de minimis* value or necessary for the conduct of any Group Member's business.

Section 4.19 Ownership. Schedule 4.19 identifies completely and accurately as at the Closing Date, to the best of the knowledge of the Responsible Officers of the Administrative Borrower, each Person that (a) Controls the Administrative Borrower or any Affiliate of the Administrative Borrower or (b) owns or controls more than 5.0% of the outstanding Equity Interests of the Administrative Borrower (each Person referred to in clause (a) or (b) above, a "Control Person").

Section 4.20 Restrictions on Subsidiaries. No Subsidiary of any Group Member is subject to any instrument, contractual obligation or agreement imposing restrictions or limitations of a type prohibited by Section 6.6(c) or Section 6.9.

Section 4.21 Insurance. The Group Members maintain insurance in accordance with the requirements of Section 5.6, including, as of the Closing Date, pursuant to the insurance policies described on Schedule 4.21, which Schedule sets forth in reasonable detail the name of the relevant insurance company, the type of policy, the coverage thereof and deductibles provided for therein, and the policy number. The insurance policies of the Group Members, pursuant to which such insurance is maintained, are valid and current, and subject to endorsements for the benefit of the Collateral Agent as required by Section 5.6.

Section 4.22 Schedules. All of the information that is required to be scheduled to this Agreement is set forth on the Schedules attached hereto, is correct and accurate and does not omit to state any information material thereto.

Section 4.23 Anti-Terrorism Laws.

(a) No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC, to the best knowledge of the Administrative Borrower after due inquiry) is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC, to the best knowledge of the Administrative Borrower after due inquiry) (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

(b) No Group Member or Reporting Affiliate of a Group Member (in the case of Carson-Dellosa Publishing, LLC for purposes of clauses (C), (D), and (F) below, to the best knowledge of the Administrative Borrower after due inquiry), or to any Group Member's knowledge, any of their respective agents acting or benefiting in any capacity in connection with the making of the Loans or the other transactions hereunder, is any of the following (each a "Blocked Person"): (A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (C) a Person with which any Agent or any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (E) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (F) a Person who is affiliated with a Person listed above.

Section 4.24 [Reserved].

Section 4.25 Surety Obligations. No Group Member is obligated as surety or indemnitor under any bond or other contract that assures payment or performance of any obligation of any Person, except as expressly permitted hereunder.

Section 4.26 Brokers. Except as disclosed on Schedule 4.26, there are no brokerage commissions, finder's fees or investment banking fees payable by any Group Member in connection with any transactions contemplated by the Loan Documents or the ABL DIP Credit

Documents or the Related Transactions and each Obligor hereby jointly and severally indemnifies the Secured Parties against, and agrees that it will hold the Secured Parties harmless from, any claim, demand or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable fees, expenses and disbursements of counsel) arising in connection with any such claim, demand or liability.

Section 4.27 Burdensome Contracts. No Group Member is party or subject to any Restrictive Agreement, except (i) the Loan Documents and the ABL DIP Credit Documents, (ii) Restrictive Agreements with respect to specific property unencumbered to secure payment of particular Debt permitted hereby or to be sold pursuant to an executed agreement with respect to an asset Disposition permitted hereby, (iii) Restrictive Agreements evidencing restrictions by reason of customary provisions restricting assignments, subletting or other transfers contained in a Lease, or any other lease, license or similar agreement entered into in the ordinary course of business; provided that such restrictions are limited to the property secured by such Liens or the property subject to such Lease, lease, license or similar agreement, as the case may be, and (iv) as shown on Schedule 4.27. No such Restrictive Agreement prohibits the execution, delivery or performance of any Loan Document or ABL DIP Credit Document by a Group Member.

Section 4.28 Not a Regulated Entity. No Group Member is (a) an "investment company" or a "person directly or indirectly controlled by or acting on behalf of an investment company" within the meaning of the Investment Company Act of 1940; or (b) subject to regulation under any public utilities code or any other Applicable Law regarding its authority to incur Debt or grant Liens on its property.

Section 4.29 Payables Practices. Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, each Group Member has paid or discharged, or caused to be paid or discharged, when due (or, if earlier, prior to the date on which penalties attach thereto), (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it, (b) all federal, state, local and foreign taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a Lien or charge upon any of its properties; except, in each case, to the extent the amount, applicability or validity of any such tax, assessment, charge or claim was and is contested in good faith by appropriate proceedings diligently conducted and for which such Group Member, as applicable, set aside adequate reserves in accordance with GAAP.

Section 4.30 Criminal Charges. Other than as disclosed on Schedule 4.30, no Group Member, or any officer, director, member, executive board member or similar function-holder of any Group Member, is or has been under investigation by a Governmental Authority for, or has been indicted, arrested, or convicted of, or has settled (with or without an admission of guilt) any charges relating to, any criminal offense (whether a felony, misdemeanor, or other crime).

Section 4.31 Commodity Hedging. Giving effect to the Loans and ABL DIP Credit Loans to be made on the Closing Date and the use of the proceeds thereof, no Obligor has any Commodity Hedging Obligations.

Section 4.32 Complete Disclosure. The Loan Documents do not, when taken as a whole, contain any untrue statement of a material fact, or fail to disclose any material fact necessary to make the statements contained therein not materially misleading. To the best of each Obligor's knowledge, there is no fact or circumstance that any Obligor has failed to disclose to the Administrative Agent in writing that could reasonably be expected to have a Material Adverse Effect.

Section 4.33 Survival of Representations and Warranties. All representations and warranties made under this Agreement and the other Loan Documents shall survive, and not be waived by, the execution and delivery hereof by the Secured Parties, or any of them, any investigation or inquiry by any Secured Party, or the making of any Loan under this Agreement.

Section 4.34 Reorganization Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice for (x) the motion seeking approval of the Loan Documents and the Interim Order and Final Order, (y) the hearing for the approval of the Interim Order, and (z) the hearing for the approval of the Final Order will be given. The Borrowers shall give on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against the Borrowers now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to the Carve-Out and, solely to the extent required by the Intercreditor Agreement, the ABL DIP Credit Obligations.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral, subject, as to priority only, to the Carve-Out and the Liens on the ABL DIP Credit Priority Collateral securing the ABL DIP Credit Obligations to the extent set forth in the Intercreditor Agreement.

(d) The Interim Order (with respect to the period prior to entry of the Final Order) or the Final Order (with respect to the period on and after entry of the Final Order), as the case may be, is in full force and effect has not been reversed, stayed, modified or amended without the Agent's and Lenders' consent.

Section 4.35 Registered Pension Plan. No Group Member sponsors, administers or contributes to, or has any liability in respect of any Registered Pension Plan.

Section 4.36 Canadian Employee Benefits Plans. Each Group Member has complied in all material respects with all applicable laws regarding each Canadian Employee Benefits Plan (including, where applicable, the Pension Benefits Act (Nova Scotia) and the Income Tax Act (Canada)), and each Canadian Employee Benefits Plan is, and has been, maintained and administered in substantial compliance with its terms, applicable collective bargaining agreements and all applicable laws (including, where applicable, the Pension Benefits Act (Nova Scotia) and the Income Tax Act (Canada)) in each case except where non-compliance has not had and could not (individually or together with other similar non-compliance) reasonably be expected to have a Material Adverse Effect. All contributions or premiums required to be made or paid by any Group Member to the Canadian Employee Benefits Plans have been made on a timely basis. There have been no improper withdrawals or applications of the assets of the Canadian Employee Benefits Plans. Each of the Canadian Employee Benefits Plans is fully funded on a solvency basis and going concern basis (using actuarial methods and assumptions which are consistent with the valuations last filed with the applicable governmental authorities). There exists no outstanding liability of any Group Member with respect to any Canadian Employee Benefits Plan that has been terminated, which liability has had or could (individually or together with other similar liabilities) reasonably be expected to have a Material Adverse Effect.

ARTICLE V
AFFIRMATIVE COVENANTS

From the date of this Agreement and thereafter until the Commitments are terminated or expire and the Loans and all other Obligations have been paid in full in cash, unless the Required Lenders shall otherwise expressly consent in writing:

Section 5.1 Reporting Requirements. The Administrative Borrower (or any applicable Group Member) will deliver, or cause to be delivered, to the Administrative Agent, and the Administrative Agent will deliver, or caused to be delivered, to each Lender each of the following, which shall be in form and detail reasonably acceptable to the Required Lenders:

(a) as soon as available, and in any event within 90 days after the end of each fiscal year of the Administrative Borrower, annual financial statements of the Administrative Borrower and its Subsidiaries, prepared on a consolidated and consolidating basis, with the unqualified opinion of independent certified public accountants of recognized national standing selected by the Administrative Borrower and reasonably acceptable to the Administrative Agent (at the direction of the Required Lenders) (without a “going concern” or like qualification, assumption or exception and without any qualification or exception as to the scope of such audit; provided that the financial statements required by this Section 5.1(a) in respect of the fiscal year ending April 27, 2013 may contain a “going concern” or like qualification or exception relating solely to the commencement of the Chapter 11 Cases, and not resulting from a limitation of scope or the failure of such financial statements to present fairly, in all material respects, the financial position, results of operations, or cash flow of the Administrative Borrower and its subsidiaries in accordance with GAAP) to the effect that such financial statements present fairly in all material respects the financial condition, cash flow and results of operations of the Administrative Borrower and its Subsidiaries on a consolidated basis in accordance with

GAAP consistently applied, accompanied by any management letter, audit report or similar letter or report prepared by said accountants in connection with such financial statements or any audit thereof; which annual financial statements shall include the balance sheets of the Administrative Borrower and its Subsidiaries as at the end of such fiscal year and the related statements of income, retained earnings, cash flows and shareholder's equity of the Administrative Borrower and its Subsidiaries for the fiscal year then ended, all in reasonable detail in form acceptable to Agent and prepared in accordance with GAAP;

(b) (i) as soon as available, and in any event within 30 days after the end of each fiscal month of the Administrative Borrower, internally prepared financial statements of the Administrative Borrower and its Subsidiaries and Business Segment Financial Statements and other operational and financial reporting required by the Administrative Agent, in each case in form and substance acceptable to the Administrative Agent (at the direction of the Required Lenders), prepared on a consolidated and consolidating basis, as at the end of and for such month and for the year-to-date period then ended, in reasonable detail in form acceptable to the Administrative Agent, and the figures for the corresponding date and periods in the previous year on a monthly and year-to-date basis and for the corresponding date and periods in the then-applicable operating plan and projections delivered pursuant to Section 5.1(c), all prepared in accordance with GAAP, subject to year-end audit adjustments and the addition of footnotes, in each case accompanied by an analysis of material factors affecting the period and an MD&A of such financial statements for (w) the Administrative Borrower and its Subsidiaries on a consolidated basis, (x) the Accelerated Learning Business, (y) the Educational Resources Business, and (z) the Delta Business; (ii) as soon as available, and in any event within 45 days after the end of each fiscal quarter of the Administrative Borrower, internally prepared financial statements of the Administrative Borrower and its Subsidiaries and Business Segment Financial Statements in form and substance acceptable to the Administrative Agent (at the direction of the Required Lenders), prepared on a consolidated and consolidating basis, as at the end of and for such quarter and for the year-to-date period then ended, in reasonable detail in form acceptable to the Administrative Agent, and the figures for the corresponding date and periods in the previous year on a quarterly and year-to-date basis and for the corresponding date and periods in the then-applicable operating plan and projections delivered pursuant to Section 5.1(c), all prepared in accordance with GAAP, subject to year-end audit adjustments and the addition of footnotes, in each case accompanied by an analysis of material factors affecting the period and an MD&A of such financial statements for (w) the Administrative Borrower and its Subsidiaries on a consolidated basis, (x) the Accelerated Learning Business, (y) the Educational Resources Business, and (z) the Delta Business and (iii) as soon as available, and in any event within 30 days after the end of each fiscal month of the Administrative Borrower, an updated six-month consolidated balance sheet, income statement and statement of cash flow of the Administrative Borrower and its Subsidiaries and income statements by Business Segment for the succeeding six-month period in form and substance satisfactory to the Administrative Agent (at the direction of the Required Lenders in their sole discretion).

(c) as soon as available, and in any event no later than May 30 of each fiscal year of the Administrative Borrower, a consolidated operating plan and projections (in Excel format) for each of the Business Segments for the subsequent three fiscal years, prepared on a monthly basis, which have been approved by the Administrative Borrower's board of directors (or equivalent body), in the same form as submitted to such board of directors or equivalent body and accompanied by such supporting calculations as may be requested by the Agent, and which present a good faith opinion as of the date made as to such projections, valuations and pro forma conditions and results, and as soon as available, and in any event no later than July 31 of each fiscal year, a copy of the annual auditor's report to the board of directors (or equivalent body); and as soon as available and in any event no later than October 31st of each fiscal year (but not prior to October 15th of such fiscal year) a reforecast of the previously delivered operating plan and projections for the businesses of the Administrative Borrower and its Subsidiaries as at June 30th of such year, which presents a good faith opinion as of the date made as to such projections, valuations and pro forma conditions;

(d) together with delivery of the financial statements described in Sections 5.1(a) and (b), a Compliance Certificate of the Chief Financial Officer of the Administrative Borrower stating (i) that such financial statements have been prepared in accordance with GAAP, and present fairly in all material respects the financial conditions, cash flow and results of operations of the Administrative Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject, in the case of financial statements described in Section 5.1(b), to normal year-end audit adjustments and the addition of footnotes, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder not theretofore reported and, if so, stating in reasonable detail the facts with respect thereto, and (iii) all relevant facts in reasonable detail to evidence, and the computations as to, whether the Administrative Borrower and its Subsidiaries are in compliance with the requirements set forth in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.12 and 6.16;

(e) together with each Compliance Certificate delivered pursuant to Section 5.1(d) above, a certificate, each in form and substance satisfactory to the Administrative Agent, by a Responsible Officer that (i) the information provided on Schedules 4.4, 4.6, 4.11, 4.12, 4.14, 4.15, 4.18, 4.19, 4.21 and 4.30 (or on updated schedules attached to such certificate, or the most recent updated schedules delivered pursuant to this clause (e)) is correct and complete in all material respects as of the date of such Compliance Certificate, (ii) the Obligors have delivered all documents (including updated schedules as to locations of Collateral and acquisition of Intellectual Property or Real Property) they are required to deliver pursuant to any Loan Document on or prior to the date of delivery of such Compliance Certificate, (iii) complete and correct copies of all documents modifying any term of any (A) Constituent Document of any Group Member or any Subsidiary or joint venture thereof on or prior to the date of delivery of such Compliance Certificate, and (B) ABL DIP Credit Document or other Material Contract, in each case, have been delivered to the Administrative Agent or are attached to such certificate;

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- (f) together with each Compliance Certificate delivered pursuant to clause (d) above, a discussion and analysis of the financial condition and results of operations of the Group Members for the portion of the fiscal year then elapsed and discussing the reasons for any significant variations from (i) the projections for such period delivered pursuant to clause (c) above, and (ii) the figures for the corresponding period in the previous fiscal year;
- (g) together with each delivery of annual financial statements pursuant to clause (a) above, each in form reasonably satisfactory to the Administrative Agent and certified as complete and correct by a Responsible Officer as part of the Compliance Certificate delivered in connection with such financial statements, a summary of all material insurance coverage maintained as of the date thereof by any Group Member, together with such other information as the Administrative Agent (at the direction of the Required Lenders) may reasonably require;
- (h) together with each delivery of annual financial statements pursuant to Section 5.1(a) above and each delivery of monthly and quarterly financial statements pursuant to Section 5.1(b) above, (i) a listing of government contracts of any Obligor subject to the Federal Assignment of Claims Act of 1940; and (ii) a list of any applications for the registration of any Intellectual Property filed by any Obligor with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the prior fiscal year or month, as applicable;
- (i) as soon as possible, but in any event no later than three (3) Business Days, after an officer of any Group Member obtains knowledge thereof, a notice of any written information, exhibit, or report furnished to the Administrative Agent or the Lenders having contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made (provided, that any such notification pursuant to this clause (i) will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto);
- (j) as soon as possible, but in any event no later than three (3) Business Days, after the commencement of, or any material developments in, any action, investigation, suit, proceeding, audit, claim, demand, order or dispute with, by or before any Governmental Authority affecting any Group Member, or any officer, director, member, executive board member or similar function-holder of any of them, or any property of any Group Member, of the type described in Section 4.6 or which (i) seeks injunctive or similar relief or a monetary recovery against any Group Member in excess of \$200,000 or (ii) if adversely determined, could reasonably be expected to have a Material Adverse Effect, notice of such commencement or development, together with a statement by a Responsible Officer setting forth reasonable detail thereof;
- (k) as soon as possible, but in any event no later than two (2) Business Days, after an officer of any Group Member obtains knowledge of the occurrence of a Default or Event of Default or default or event of default hereunder or under any Material Contract, or of

the termination of any Material Contract, notice of such occurrence or termination, together with a detailed statement by a Responsible Officer setting forth the steps being taken by the Administrative Borrower or its Subsidiaries to cure the effect of any such Default or Event of Default or default or event of default;

(l) as soon as possible, but in any event no later than three (3) Business Days, after an officer of any Group Member obtains knowledge of the occurrence of any event, or the existence of any circumstance, that would reasonably be expected to have a Material Adverse Effect, notice of such occurrence or existence, together with a detailed statement by a Responsible Officer setting forth the nature and anticipated effect thereof and any action proposed to be taken in connection therewith;

(m) as soon as possible, but in any event no later than five (5) Business Days, after an officer of any Group Member obtains knowledge of the occurrence of any event reasonably expected to result in a mandatory payment of the Obligations pursuant to Section 2.9, notice of such occurrence, together with a detailed statement by a Responsible Officer setting forth, in the case of a transaction, the material terms and conditions of such transaction, and in any case estimating the Net Cash Proceeds thereof, if any;

(n) as soon as possible, but in any event no later than five (5) Business Days, after (i) any Group Member knows or has reason to know that any Reportable Event with respect to any ERISA Plan has occurred, the statement of a Responsible Officer setting forth details as to such Reportable Event and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto, together with a copy of the notice of such Reportable Event to the PBGC, (ii) any Group Member fails to make any quarterly contribution required with respect to any ERISA Plan under the IR Code, as amended, the statement of a Responsible Officer setting forth details as to such failure and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto, together with a copy of any notice of such failure required to be provided to the PBGC, (iii) the commencement of any material labor dispute to which any Group Member is or may become a party, including any strikes, lockouts or other disputes relating to any of such Person's plants and other facilities, or the incurrence by any Group Member of any Worker Adjustment and Retraining Notification Act or related or similar liability incurred with respect to the closing of any plant or other facility of any such Person, the statement of a Responsible Officer setting forth details as to such dispute or liability and the action which the Administrative Borrower or its Subsidiaries propose to take with respect thereto or (iv) any Group Member knows or has reason to know an ERISA Event is likely to occur;

(o) as soon as possible, but in any event no later than five (5) Business Days, after (i) any Group Member knows or has reason to know thereof, notice of (A) unpermitted Releases, (B) the receipt by any Group Member of any notice of violation of or potential Liability or similar notice under, or the existence of any condition that could reasonably be expected to result in violations of or Liabilities under, any Environmental Law or (C) the commencement of, or any material change to, any action, investigation, suit, proceeding, audit, claim, written demand, dispute alleging a violation of or Liability

under any Environmental Law, that, for each of clauses (A), (B) and (C) above (and, in the case of clause (C), if adversely determined), in the aggregate for each such clause, could reasonably be expected to result in aggregate Environmental Liabilities, collectively for all such Environmental Liabilities, in excess of \$200,000 in any fiscal year of the Administrative Borrower, (ii) the receipt by any Group Member of notification that any property of any Group Member is subject to any Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities, notice thereof together with a copy of such notification, and (iii) any Group Member knows or has reason to know that any proposed acquisition or lease, license or other occupancy of Real Property has a reasonable likelihood of resulting in Environmental Liabilities, notice thereof together with the statement of a Responsible Officer setting forth details as to such transaction and such Environmental Liabilities;

(p) as soon as possible, but in any event no later than three (3) Business Days, after any Group Member knowing or having reason to know thereof, notice of the violation by any Group Member of any Applicable Law that could have a Material Adverse Effect;

(q) as soon as possible, but in any event no later than two (2) Business Days, after any Group Member knowing or having reason to know thereof, notice of (a) the creation, or filing with the Internal Revenue Service or any other Governmental Authority, of any contractual obligation or other document extending, or having the effect of extending, the period for assessment or collection of any taxes with respect to any Group Member and (b) the creation of any contractual obligation of any Group Member, or the receipt of any request directed to any Group Member, to make any adjustment under Section 481(a) of the IR Code, by reason of a change in accounting method or otherwise;

(r) as soon as possible, but in any event no later than one (1) Business Day, after their distribution, copies of all (i) press releases concerning material developments in the business of the Group Members, (ii) financial statements, reports, proxy statements and other communications which the Administrative Borrower, any other Group Member, shall have sent to (x) its shareholders or any other stakeholders (including, without limitation, holders of Debt) or (y) the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., any securities exchange or any Governmental Authority exercising similar functions;

(s) as soon as possible, but in any event no later than three (3) Business Days, after execution, receipt or delivery thereof, copies of any notices, demands, statements, certificates, reports, valuations, appraisals, Borrowing Base Certificates or other communications or documents that any Obligor executes, receives or delivers in connection with any ABL DIP Credit Documents or other Material Contracts; provided, that each Borrowing Base Certificate delivered by the Borrowers shall have at least the level of detail as, and shall reflect a calculation of the borrowing base using a methodology consistent with, the Borrowing Base Certificate delivered as of the Closing Date;

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- (t) as soon as possible, but in no event later than one (1) Business Day, after any Group Member knowing or having reason to know thereof, notice of any reduction in the value of any Inventory, equipment, Real Property or other Collateral due to loss, damage, sale, transfer or other Disposition or conveyance (including, without limitation, by eminent domain or similar process) that could have a Material Adverse Effect;
- (u) as soon as possible, but in any event no later than five (5) Business Days, after management of any Group Member obtains knowledge thereof, the identity of each Person that obtains ownership or control of more than 5.0% of the outstanding Equity Interests of the Administrative Borrower;
- (v) promptly, upon request of the Administrative Agent (at the direction of the Required Lenders), a written statement duly acknowledged by the Borrowers setting forth the outstanding principal balance of the Loans and stating whether any offsets or defenses exist against the Obligations (whether or not any Borrower is entitled to utilize or rely on such offsets or defenses pursuant to the terms of this Agreement and the other Loan Documents);
- (w) copies of all public filings made by any Group Member;
- (x) such other information respecting the financial or other condition, and results of operations, of any Group Member, or the Collateral, as the Administrative Agent (at the direction of the Required Lenders) or the Required Lenders may from time to time reasonably request, including without limitation backup calculations for each Borrowing Base Certificate in at least the level of detail provided by the Borrowers to the ABL DIP Agent;
- (y) (i) one (1) Business Day prior to the Closing Date, the initial Approved Budget; (ii) no later than five (5) Business Days prior to the beginning of each fiscal month (with the first such delivery date being March 25, 2013), an updated thirteen-week cash flow forecast for the succeeding thirteen-week period in form and substance satisfactory to the Administrative Agent (at the direction of the Required Lenders in their sole discretion), which, upon acceptance by the Administrative Agent (at the direction of the Required Lenders), shall become the thirteen-week cash flow forecast in the Approved Budget, and (iii) on or before 12:00 p.m. New York, New York time on the third Business Day following the end of each fiscal week (with the first such delivery date being March 13, 2013), a Variance Report, in form and substance satisfactory to the Administrative Agent (at the direction of the Required Lenders in their sole discretion), together with a certificate substantially in the form of Exhibit B jointly from the chief financial officer and chief restructuring officer as to the compliance with the requirements under Section 6.31;
- (z) copies of all monthly reports, projections, or other information respecting Administrative Borrower's or any of its Subsidiaries' business or financial condition or prospects as well as all pleadings, motions, applications and judicial information filed by or on behalf of the Borrowers with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, at the time such document is filed with the Bankruptcy Court, or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee;

(aa) monthly at reasonable times upon the request of the Agent (at the direction of the Required Lenders), and confirmation of availability for, and arrange for, the chief executive officer, chief financial officer and chief restructuring officer and other members of management of the Borrowers to participate in a call with the Agent and the Lenders to discuss matters relating to the Borrowers;

(bb) (i) As soon as possible, but in any event no later than five (5) Business Days after the Closing Date, a list describing (x) any actual or threatened termination, cancellation or limitation of, or modification to or change in, the business relationship, or any supply, sales or other agreement between (i) any Group Member, on the one hand, and any customer or any group thereof, on the other hand, whose agreements with any Group Member are individually or in the aggregate material to the business or operations of such Group Member, or (ii) any Group Member, on the one hand, and any supplier or any group thereof, on the other hand, whose agreements with any Group Member are individually or in the aggregate material to the business or operations of such Group Member and (y) the amount of revenues or purchases of the Group Members from such customer and/or supplier in the prior fiscal year, and (ii) as soon as possible, but in any event no later than one Business Day after any Group Member's knowledge of any such actual or threatened termination, cancellation, limitation, modification or change, a notice to the Administrative Agent describing the same and the amount of revenues or purchases of the Group Members from such customer and/or supplier in the prior fiscal year;

(cc) weekly at reasonable times upon the request of the Agent (at the direction of the Required Lenders), and confirmation of availability for, and arrange for, Perella Weinberg Partners to participate in a call with the Agent and the Lenders to discuss matters relating to the Chapter 11 Cases and financial matters;

(dd) not more than two (2) Business Days prior to the Auction, a bid summary matrix of qualified bidders prepared by Perella Weinberg Partners, which shall not be distributed to Lenders who are also bidders.

Section 5.2 Books and Records; Inspection and Examination; Appraisals.

(a) Each Obligor will, and will cause each of its Subsidiaries to, (i) keep accurate books of record and account for itself pertaining to its business, financial condition, financial transactions, assets and liabilities, and such other matters as the Administrative Agent may from time to time request, in which true and complete entries in all material respects will be made in accordance with GAAP consistently applied; (ii) upon the request of and reasonable notice by the Administrative Agent (at the direction of the Required Lenders) to the Administrative Borrower (which notice shall not be required during the continuance of an Event of Default), permit any officer, employee, attorney, agent, consultant, advisor or accountant of the Lenders to audit, review, make extracts from or copy any and all of any Obligor's corporate (and similar), financial, operating and other books and records at all reasonable times during ordinary business hours (at the

Borrowers' expense) and to discuss its affairs with any of its directors, officers, employees, attorneys, consultants, advisors or agents (collectively, a "Field Review"); provided that, so long as no Event of Default has occurred and be continuing, the Administrative Agent shall be limited to two such Field Reviews during any twelve consecutive month period; iii) permit the Lenders or their employees, accountants, attorneys, consultants, advisors or agents, to examine and inspect any of its property at any time during ordinary business hours upon reasonable advance notice (which notice shall not be required during the continuance of an Event of Default), and to communicate directly with any registered certified public accountants (including the Group Members' accountants) and (iv) permit the Lenders or their employees, accountants, attorneys, consultants, advisors or agents to examine any documents or information contained in any data room established for or on behalf of the Administrative Borrower or any of its Subsidiaries. Upon prior notice to the Administrative Borrower, each Group Member shall authorize its respective registered certified public accountants to communicate directly with the Administrative Agent and the Lenders and to disclose to the Administrative Agent and the Lenders all financial statements (at the direction of the Required Lenders) and other documents and information as they might have and the Administrative Agent requests with respect to any Group Member.

(b) Without limitation of the provisions of Section 5.2(a), each Obligor will cooperate with the Administrative Agent in order to enable the Administrative Agent or the Lenders, as applicable (or one or more third-parties engaged by the Administrative Agent or the Lenders, as applicable) to complete collateral appraisals, examinations and audits of the Obligors' Inventory, Accounts, financial books and records and fixed assets as deemed necessary at any time and from time to time in the Administrative Agent's or the Lender's, as applicable, Permitted Discretion. The Borrowers shall reimburse the Administrative Agent or the Lender, as applicable, for all reasonable costs and expenses associated with any such appraisals, examinations and/or audits, including, without limitation, the Administrative Agent's customary per diem charges for any employees, agents, consultant or advisors of the Administrative Agent or the Lender, as applicable conducting such appraisals, examinations and audits; provided, that, unless a Default or Event of Default has occurred, the Borrowers shall not be obligated to reimburse the Administrative Agent for more than one appraisal for each type of Collateral (including, without limitation, any such appraisal with respect to each of Accounts, Inventory, Real Property and equipment) during any twelve consecutive month period commencing after the Closing Date.

Section 5.3 Compliance with Laws. Except as otherwise permitted by the Bankruptcy Code or pursuant to any order of the Bankruptcy Court, which order shall be in form and substance acceptable to the Administrative Agent, each Obligor will, and will cause each of its Subsidiaries to, (a) comply in all material respects with all Requirements of Law, including without limitation Environmental Laws, (b) use and keep its assets, and require that others use and keep its assets, only for lawful purposes, without violation of any material Applicable Law (including any Environmental Law), or any Applicable Law (including any Environmental Law) the violation of which could have a Material Adverse Effect.

Section 5.4 Payment of Taxes and Other Claims; Environmental Compliance Payments. Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, each Obligor will, and will cause each of its Subsidiaries to, pay or discharge, or cause to be paid or discharged, when due (or, if earlier, prior to the date on which penalties attach thereto or the obligee thereof may exercise remedies under or in respect of any Lien securing such amounts), (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it, (b) all federal, state, local and foreign taxes required to be withheld by it, and (c) all lawful claims for labor, materials, services and supplies which, if owing or unpaid, might by law become a Lien or charge upon any of its properties (including without limitation any claim that might result in a Lien of the types described in clause (c) of the definition of Permitted Liens); provided that, no Obligor shall be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings diligently conducted and for which such Obligor, as applicable, has set aside adequate reserves in accordance with GAAP, provided that no exercise of remedies under or in respect of any Lien securing such amounts shall have been commenced, and provided further that any Lien that arises or may exist in respect thereof is a Permitted Lien.

Section 5.5 Maintenance of Properties; Material Contracts.

Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, excused by the Bankruptcy Code, or caused by the filing, commencement and continuation of the Chapter 11 Cases and effect thereof (including any litigation resulting therefrom), each Obligor will, and will cause each of its Subsidiaries to, keep and maintain all of its properties necessary or useful in its business in good condition, repair and working order (normal wear and tear excepted), including preserving and maintaining all of its Intellectual Property; provided, however, that nothing in this Section 5.5 shall prevent any Group Member from discontinuing the operation and maintenance of any of its properties if such discontinuance is, in the reasonable judgment of such Group Member, desirable in the conduct of its business and not disadvantageous in any respect to the Secured Parties.

(a) Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code, excused by the Bankruptcy Code, or caused by the filing, commencement and continuation of the Chapter 11 Cases and effect thereof (including any litigation resulting therefrom), each Obligor will, and will cause each of its Subsidiaries to, maintain in full force and effect all Material Contracts (and in furtherance thereof to fulfill of its obligations thereunder), in each case necessary or useful for the conduct of its businesses as presently conducted.

Section 5.6 Insurance. Upon request of the Administrative Agent (at the direction of the Required Lenders), the Borrowers shall, within thirty (30) days following such request, obtain endorsements naming the Administrative Agent, on behalf of the Lenders, as an additional insured or loss payee, as applicable under all insurance policies to be maintained with respect to the properties of the Obligors and their subsidiaries forming part of the Lenders' collateral, which endorsements shall provide for 30 days' prior notice of cancellation of such policies to be delivered to the Administrative Agent. Each Obligor will, and will cause each of its Subsidiaries to, at the Group Members' expense, (i) maintain in full force and effect insurance respecting

each of the Group Members and their assets wherever located, covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses, (ii) maintain in full force and effect (with respect to each of the Group Members) business interruption insurance, general liability insurance, product liability insurance, directors' and officers' liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation, and (iii) if at any time the area in which any Real Property encumbered by a Mortgage is located is designated (1) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and if available in the community in which the Real Property is located, obtain flood insurance in such total amount as the Collateral Agent may from time to time require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time, or (2) a "Zone 1" area, obtain earthquake insurance in such total amount as the Collateral Agent may from time to time require. All such policies of insurance shall be with responsible, financially sound and reputable insurance companies acceptable to the Administrative Agent and in such amounts, and subject to such deductibles, as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and in any event in amount, adequacy and scope reasonably satisfactory to the Administrative Agent. All property insurance policies covering the Term Loan Priority Collateral shall be made payable first to the Collateral Agent for the benefit of the Secured Parties and, secondarily, to the ABL DIP Agent for the benefit of the ABL DIP Credit Lender and all property insurance policies covering the ABL DIP Credit Priority Collateral shall be made payable first to the ABL DIP Agent for the benefit of the ABL DIP Credit Lender and, secondarily, to the Agent for the benefit of the Secured Parties, and all in case of loss, pursuant to a standard loss payable endorsement (notwithstanding a breach of the policy by the insured party) with a standard non-contributory "lender" or "secured party" clause and shall contain such other provisions as the Administrative Agent may require to fully protect the Secured Parties' interest in the Collateral and in any payments to be made under such policies. All certificates of property insurance in respect of the Collateral and general liability insurance are to be delivered to the Collateral Agent, with loss payable or mortgagee (in respect of Collateral) and additional insured endorsements in favor of the Collateral Agent for the benefit of the Secured Parties, subject to the Intercreditor Agreement, and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to the Administrative Agent of the exercise of any right of cancellation. If any Group Member fails to maintain such insurance, the Administrative Agent may arrange for such insurance, but at the Borrowers' expense and without any responsibility on the Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence of an Event of Default, the Collateral Agent (at the direction of the Required Lenders) shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies, subject to the rights of the ABL DIP Agent under the Intercreditor Agreement.

Section 5.7 Preservation of Existence. Each Borrower will, and will cause each of its Subsidiaries (subject to Section 6.7) to, preserve and maintain its corporate or limited liability company (or other organizational) existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business, and conduct its business in an orderly, efficient and regular manner.

Section 5.8 Subsidiaries. At the time that any Group Member forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, such Group Member shall (a) at the time of such formation or acquisition (or such later date as permitted by the Administrative Agent (at the direction of the Required Lenders in their sole discretion)) cause any such new Subsidiary (unless it is a CFC (as defined in the Security Agreement) and to the extent that the taking of the actions described below with respect to such Subsidiary would result in adverse tax consequences to any of the Group Members) to provide to the Administrative Agent a joinder and supplement to this Agreement substantially in the form of Exhibit C (each, a “Guaranty Supplement”), pursuant to which such Subsidiary shall agree to join as a Guarantor of the Obligations under Article IX and as an Obligor under this Agreement, a joinder to the Security Agreement, together with all other security documents (including Mortgages and other items in accordance with Section 5.11 and Section 5.14 with respect to any Real Property owned in fee of such new Subsidiary and any Leased Real Property of such Subsidiary), as well as appropriate financing statements (and with respect to all property subject to a mortgage, fixture filings), all in form and substance satisfactory to the Administrative Agent, sufficient to grant the Collateral Agent a first priority Lien (subject to Permitted Senior Liens) in and to the property of such newly formed or acquired Subsidiary, together with title insurance policies, Surveys, environmental reports, flood determinations, evidence of flood insurance (if applicable), landlord’s waivers, certified resolutions and other Constituent Documents, opinions, and other documents as may be requested by the Agent, (b) at the time of such formation or acquisition (or such later date as permitted by the Administrative Agent (at the direction of the Required Lenders in their sole discretion)) provide to the Administrative Agent a pledge agreement and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interests and other Equity Interests owned by the Obligors in such new Subsidiary reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders) (provided that if such Subsidiary is a CFC (as defined in the Security Agreement) and to the extent that a pledge of more than 65% of the outstanding voting Equity Interests in such Subsidiary would result in adverse tax consequences to any of the Group Members, no more than 65% of the outstanding voting Equity Interests in such Subsidiary shall be required to be so pledged), and (c) at the time of such formation or acquisition (or such later date as permitted by Agent (at the direction of the Required Lenders in their sole discretion)) provide to the Administrative Agent all other documentation, including one or more opinions of counsel reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders), which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above (including policies of title insurance or other documentation with respect to all Real Property with a value in excess of \$200,000 owned in fee and subject to a Mortgage). Any document, agreement, or instrument executed or issued pursuant to this Section 5.8 shall be a Loan Document. Nothing contained in this Section 5.8 shall permit the formation or acquisition of a Subsidiary to the extent not permitted by, or to the extent prohibited elsewhere in, this Agreement or any other Loan Document.

Section 5.9 Permits. Each Group Member will, and will cause each of its Subsidiaries to, obtain all Permits that are required under Applicable Law, including Environmental Law, or under contract to continue to operate the business of the Group Members as currently operated, or that are otherwise required by the Administrative Agent (at the direction of the Required Lenders), and in furtherance thereof to make all necessary or appropriate filings with, and give all required notices to, Government Authorities in respect thereof.

Section 5.10 Lender Group Meetings. The Administrative Borrower will (and will cause key management of each Group Member to), within 30 days after any request of the Administrative Agent, hold a meeting (at a mutually agreeable location and time or, at the option of the Agent, by conference call) with all Secured Parties who choose to attend such meeting, at which meeting shall be reviewed the financial results and financial condition of the Group Members and such other matters as the Administrative Agent may reasonably request; provided, that, unless a Default or Event of Default exists, no more than two such meetings shall be required, and in addition thereto, no more than two such lender calls, during any twelve consecutive month period commencing after the Closing Date.

Section 5.11 Real Estate.

(a) From and after the date hereof, in the event that (i) any Borrower or other Obligor acquires (x) in fee, any Real Property with a value in excess of \$200,000, or (y) by lease, any Real Property in connection with which the gross rental payments are in excess of \$100,000 annually and for which the term of the leasehold (giving effect to any renewals and extensions at the option of the Obligors) is two years or longer, or (ii) at the time any Person becomes a Borrower or other Obligor, such Person owns or holds any Real Property with values or gross rental payments in excess of the amounts set forth in clause (i) above (any such Real Property, an "Additional Mortgaged Property"), the Administrative Borrower shall grant (or cause the relevant Obligor to grant), within 30 days (subject to extension by the Administrative Agent in the Administrative Agent's sole discretion) after such Person acquires or holds such Real Property or becomes an Obligor, as the case may be, a security interest in and Mortgage on such Additional Mortgaged Property *mutatis mutandis*, in respect of such Additional Mortgaged Property as the Administrative Agent (at the direction of the Required Lenders) may require.

(b) Except to the extent subject to the automatic stay of Section 362 of the Bankruptcy Code or excused by the Bankruptcy Code, each Obligor shall make all payments and otherwise perform all obligations in respect of all Leases to which the Obligor or any of its Subsidiaries is a party, keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, notify the Administrative Agent of any default by any party with respect to such Leases and cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so.

Section 5.12 Deposit Accounts and Securities Accounts; Cash Management.

(a) Each Obligor shall maintain its deposit accounts and securities accounts in a manner satisfactory to the Administrative Agent (at the direction of the Required Lenders), subject to an acceptable cash management system that provides the Collateral Agent with perfection of its Lien on and in the funds on deposit in any deposit account

under the UCC pursuant to Control Agreements and is otherwise as set forth on Schedule 5.12, as such Schedule may be updated from time to time by the Administrative Agent (at the direction of the Required Lenders in their sole discretion) (the “Acceptable Cash Management System”). Prior to any Obligor’s establishment or acquisition of any deposit account or securities account after the date of this Agreement (other than Excluded Accounts (as defined in the Security Agreement)), the Administrative Borrower shall arrange for the delivery to the Administrative Agent of a Control Agreement with respect to such deposit account or securities account. Prior to any Obligor’s (i) establishment or acquisition of any deposit account or securities account after the date of this Agreement, that is a Non-Controlled Account, or (ii) transfer of any funds from any account to any Non-Controlled Account, or (iii) changing banking practices for any facility from the deposit of funds into banking accounts governed by a Control Agreement to the depositing of any funds into Non-Controlled Accounts, in each case in clause (i), (ii) and (iii) the Administrative Borrower shall obtain the prior written consent of the Administrative Agent.

(b) There shall not be on deposit in any Non-Controlled Accounts any funds of any Group Member. Promptly after the Closing Date each Obligor shall, and shall cause each of its Subsidiaries to, cause all payments on Accounts and all payments constituting proceeds of Inventory and other Collateral in the form in which such payments are made, whether by cash, check, credit card sales drafts, credit card sales, charge slips or any other manner whatsoever (collectively, “Receipts”), to be sent directly into deposit accounts that are subject to Control Agreements and are part of the Acceptable Cash Management System. If and to the extent that any Receipts come into the possession or control of any of the Obligors, all such Receipts shall be held in trust for the Collateral Agent as the property of the Agent, for the benefit of the Secured Parties, and shall be promptly deposited into one or more deposit accounts subject to a Control Agreement.

(c) Subject to the rights of the Obligors hereunder, the Obligors agree that all deposits made in, and payments made to, a deposit account and other funds received and collected by the Agent, whether on the Accounts or as proceeds of Inventory or other Collateral or otherwise, except for Excluded Accounts (as defined in the Security Agreement) shall be the collateral of the Collateral Agent and the ABL DIP Agent, subject to the Intercreditor Agreement, under the sole dominion and control of the ABL DIP Agent or the Agent.

(d) The Borrowers jointly and severally agree to reimburse the Administrative Agent on demand for any amounts owed or paid to any financial institution or other Person involved in the transfer of funds to or from the deposit accounts arising out of the Administrative Agent’s payments to or indemnification of such financial institution or other Person. The obligation of the Borrowers to reimburse the Administrative Agent, for such amounts pursuant to this Section 5.12, shall survive the termination or non-renewal of this Agreement.

Section 5.13 Inventory Sold on Consignment. Prior to or simultaneously with any Obligor selling Inventory to any third party on consignment (“Consigned Goods”), the Obligors shall have taken all steps necessary, including the filing of UCC-1 financing statements and the giving of notices in accordance with the UCC, to perfect its security interest in such Consigned

Goods. No later than 10 calendar days after receipt of such Consigned Goods by the applicable consignee, the Administrative Agent shall have received copies of all UCC-1 and other financing statements filed in favor of any Borrower with respect to each location, if any, at which Consigned Goods may be located.

Section 5.14 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Obligor will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate, in the Administrative Agent's (exercised at the direction of the Required Lenders) Permitted Discretion, to effectuate and perform its obligations under this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby, including execution, delivery and filing, where applicable, of all documents requested by the Administrative Agent or Collateral Agent appropriate to grant and perfect Liens on all property of the Obligors in favor of the Collateral Agent to secure the Obligations, having first priority (subject only to Permitted Senior Liens).

Section 5.15 ERISA Compliance.

(a) The Administrative Borrower will not, and will not permit any member of the Controlled Group to, incur any accumulated funding deficiency with the meaning of ERISA, or any material liability to the PBGC or fail to make any minimum required contribution (under Section 430 of the IR Code) with respect to any Pension Plan. The Group Company shall maintain each ERISA Plan (other than a Multiemployer Plan) in compliance in all material respects with the applicable provisions of ERISA, the IR Code or other Applicable Law, and shall use its reasonable efforts to cause its Controlled Group members to do the same.

(b) The Administrative Borrower will furnish to the Administrative Agent (i) as soon as possible and in any event within five (5) Business Days after a Responsible Officer knows of any Reportable Event with respect to any ERISA Plan, a statement of a Responsible Officer, setting forth details as to such Reportable Event and the action that the Administrative Borrower proposes to take with respect thereto, together with a copy of the notice of such Reportable Event given to the PBGC if a copy of such notice is available to the Administrative Borrower, and (ii) promptly after receipt thereof, a copy of any notice the Administrative Borrower or any member of the Controlled Group may receive from the PBGC or the IRS with respect to any ERISA Plan administered by the Administrative Borrower or any other member of the Controlled Group; provided that clause (ii) shall not apply to notices of general application promulgated by the PBGC or the IRS.

(c) The Administrative Borrower will promptly notify the Administrative Agent of any taxes, fines or penalties assessed or proposed to be assessed against the Administrative Borrower or other member of the Controlled Group by the IRS or the U.S. Department of Labor with respect to any ERISA Plan as a result of a violation of the IR Code or ERISA.

(d) The Administrative Borrower will, as soon as practicable, and in any event within five (5) Business Days after the Administrative Borrower becomes aware that an ERISA Event has occurred, provide the Administrative Agent with a certificate of a Responsible Officer setting forth the details of the event and the action the Administrative Borrower proposes to take with respect thereto.

(e) The Administrative Borrower will, at the request of the Administrative Agent, deliver, or cause to be delivered, to the Administrative Agent true and correct copies of any documents relating to any ERISA Plan.

Section 5.16 Post Closing Obligations. The Borrowers shall take the actions and provide the deliverables, in the manner or form and in substance satisfactory to the Administrative Agent (at the direction of the Required Lenders), described in Schedule 5.16 as promptly as practicable, and in any event within the due dates set forth in Schedule 5.16.

Section 5.17 Term Loan Priority Collateral Deposit Account. All proceeds of the Loans shall be deposited into the Term Loan Priority Collateral Deposit Account, and all amounts therein shall be invested at all times in cash and Cash Equivalents. Withdrawals from the Term Loan Priority Collateral Deposit Account shall only be used for the permitted purposes described under Section 2.8 or to make payments on the Obligations. Under no circumstances may any cash, funds, securities, financial assets or other property held in or credited to the Term Loan Priority Collateral Deposit Account or the proceeds thereof held therein or credited thereto be used to pay any Prepetition Indebtedness, any Prepetition Secured Obligations (except as expressly provided in Section 2.8) or any other pre-petition obligations or for any purpose except as permitted under the Interim Order or as otherwise expressly permitted by the Bankruptcy Court pursuant any order of the Bankruptcy Court (including any order made by the Bankruptcy Court prior to the entry of the Interim Order).

Section 5.18 Milestones. The Administrative Borrower shall comply with the milestones set forth in Schedule 5.18 (the “Milestones”).

Section 5.19 Chief Restructuring Officer. Borrowers will continue to appoint, retain and engage a representative of Alvarez & Marsal, or another comparable crisis management or restructuring firm reasonably satisfactory to the Lenders, to serve as chief restructuring officer on terms and conditions acceptable to the Required Lenders, which will include, without limitation, assisting Borrowers in the management of their businesses, preparation of forecasts and projections, and the formulation and implementation of strategic initiatives in connection with the Chapter 11 Cases. Borrowers hereby and will continue to authorize and instruct the chief restructuring officer to (a) share with the Administrative Agent and Lenders all budgets, records, projections, financial information, reports and other information relating to the Collateral, the financial condition, operations and the sale, marketing or reorganization process of the Borrowers’ businesses and assets as requested from time to time, except to the extent access to such information would compromise the Borrowers’ attorney-client privilege and (b) make himself available to the Administrative Agent and the Lenders as reasonably requested by the Administrative Agent and the Lenders. Borrowers will provide the chief restructuring officer, complete access to all of the Borrowers’ books and records, all of Borrowers’ premises and to Borrowers’ management as and when deemed necessary by the chief restructuring officer or the Administrative Agent.

Section 5.20 Exit Lenders. The Administrative Borrower shall (and shall cause key management of each Group Member to) cooperate with and hold meetings (at a mutually agreeable location and time or, at the option of the Administrative Agent, by conference call) with potential exit lenders designated by the Administrative Agent (at the direction of the Required Lenders) at which meetings shall be reviewed the financial results and financial condition of the Group Members and such other matters as the Administrative Agent may reasonably request.

ARTICLE VI

NEGATIVE COVENANTS

From the date of this Agreement and thereafter until the Commitments are terminated or expire, and the Loans and all other Obligations have been paid in full in cash, unless the Required Lenders shall otherwise expressly consent in writing:

Section 6.1 Liens. The Obligors will not, and will not permit any Subsidiary to, (i) create, incur or suffer to exist any Lien upon or on any assets (including any document or instrument in respect of goods or accounts receivable) of any Obligor or any such Subsidiary, now owned or hereafter acquired, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such asset, income or profits under the UCC or under any similar recording or notice statute, except for Permitted Liens, or permit any such Lien to have priority over the Liens on the Collateral created by the Loan Documents other than Permitted Senior Liens, or permit any such Lien to have priority over the Liens on the Collateral created by the ABL DIP Credit Documents other than Permitted Senior Liens and the Liens created by the Loan Documents, or (ii) enter into, or suffer to exist, any control agreements (as such term is defined in the UCC), other than Control Agreements entered into pursuant to this Agreement or the Security Agreement or the ABL DIP Credit Agreement or other ABL DIP Credit Documents.

The prohibition provided for in this Section 6.1 specifically includes, without limitation, any effort by the Borrower, any Committee, or any other party-in-interest in any Chapter 11 Case to create any Liens that prime, or are senior or pari passu with, any claims, Liens or interests of the Agent and Lenders (other than for the Carve-Out and the Liens with respect to the ABL DIP Credit Priority Collateral securing the ABL DIP Credit Obligations) irrespective of whether such claims, Liens or interests may be "adequately protected".

Section 6.2 Debt; Surety Bonds. The Obligors will not, and will not permit any Subsidiary to, incur, create, assume, permit or suffer to exist, any Debt, except for Permitted Debt. The Obligors will not, and will not permit any Subsidiary to, be or remain liable with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee or similar obligations (whether or not drawn) except for Permitted Surety Bonds in an aggregate amount not in excess of \$30,000,000 at any time.

Section 6.3 Investments. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, purchase or hold beneficially any Equity Interests or other securities or Debt of, make or permit to exist any loans or advances to, or create or acquire any Subsidiary or acquire all or substantially all the business, property or fixed assets of, or any division or line of business of, or make any other investment or acquire any other interest whatsoever in, any other Person, except:

- (a) investments in cash and Cash Equivalents that are subject to a Control Agreement;
- (b) Intercompany Debt owed by (i) an Obligor to another Obligor, (ii) a Non-Obligor to another Non-Obligor, or (iii) an Obligor to a Non-Obligor; provided, that all Intercompany Debt owing from an Obligor to another Obligor or to a Non-Obligor shall be subject to the terms of the Intercompany Subordination and Payment Agreement;
- (c) investments in existence on the date of this Agreement and listed on Schedule 6.3;
- (d) investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;
- (e) advances made in connection with purchases of goods or services in the ordinary course of business;
- (f) investments received in settlement of amounts due to any Obligor or any of its Subsidiaries effected in the ordinary course of business or owing to any Obligor or any of its Subsidiaries as a result of insolvency proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of an Obligor or its Subsidiaries;
- (g) [Reserved];
- (h) [Reserved];
- (i) deposits of cash outstanding on the Petition Date made in the ordinary course of business to secure performance of operating leases;
- (j) [Reserved];
- (k) [Reserved];
- (l) ABL DIP Credit Priority Collateral; and
- (m) [Reserved].

Section 6.4 Restricted Payments; Payments on Subordinated Debt and Other Debt.

(a) The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any Restricted Payments or set aside funds for the making of Restricted Payments, except, so long as no Default or Event of Default has occurred and is continuing or would be caused thereby:

(i) distributions and dividends by any Subsidiaries of the Administrative Borrower to any Obligor; and

(ii) [Reserved].

(b) Subject to Section 6.4(c), the Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for (i) any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to (A) any Subordinated Debt, (B) any Permitted Debt referred to in clauses (a), (b), (f) or (g) of the definition thereof or (C) except as expressly provided in Section 2.8, the Prepetition Term Loan Obligations, or (ii) any scheduled payment, redemption or retirement of or with respect to any Subordinated Debt

(c) The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to the 2011 Convertible Subordinated Debentures.

Section 6.5 Sale or Transfer of Assets; Suspension of Business Operations. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, Dispose of all or any part of their properties or any interest therein (whether in one transaction or in a series of transactions) to any other Person, or materially reduce, or suspend, their business activities; provided, however, that the restrictions contained in this Section 6.5 shall not apply to:

(a) the conveyance, lease or transfer of all or part of its properties by (i) an Obligor to another Obligor, (ii) a Non-Obligor to an Obligor, or (iii) a Non-Obligor to another Non-Obligor;

(b) sales of Inventory to non-Affiliates in the ordinary course of business upon fair and reasonable terms not less favorable to the applicable Obligor or such Subsidiary than could be obtained on an arm's-length basis from another unrelated third party;

(c) sales or leases to non-Affiliates of surplus, obsolete or worn out assets, not used or useful in such Obligor's business, in the ordinary course of business; provided that the aggregate fair market value of all such property so disposed of by the Obligors, at the time of disposal, shall not exceed \$200,000 in any fiscal year;

(d) Intercompany Debt permitted under Section 6.3;

(e) [Reserved];

(f) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

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- (g) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;
 - (h) the granting of Permitted Liens;
 - (i) the subleasing of the improved real property located at 101 Almgren Drive, Agawam, MA 01001 under the terms of a Sublease dated 12/31/2004 and effective 01/07/2005 by and between School Specialty, Inc. as Sublessor and Vaupell Holdings, Inc. as Sublessee;
 - (j) Leasing of science kits in connection with the refurbishment business of the Administrative Borrower and the Subsidiaries;
 - (k) [Reserved];
 - (l) [Reserved];
 - (m) [Reserved];
 - (n) [Reserved];
 - (o) [Reserved];
 - (p) [Reserved];
 - (q) [Reserved]; and
 - (r) [Reserved].

Section 6.6 Restrictions on Issuance and Sale of Subsidiary Stock; Agreements Binding on Subsidiaries. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly:

- (a) issue or sell any Equity Interests of any class of any Subsidiary to any Person other than an Obligor;
- (b) Dispose of any Equity Interests of any class of any Subsidiary; or
- (c) enter into, or be otherwise subject to, any instrument, contract or other agreement (including its Constituent Documents), or any other obligation or constraint, that limits the amount of or otherwise imposes restrictions on:
 - (i) the payment of dividends and distributions by any Subsidiary of the Administrative Borrower to the Administrative Borrower or any other such Subsidiary;
 - (ii) the payment or prepayment by any Subsidiary of the Administrative Borrower of any Debt owed to the Administrative Borrower or any other such Subsidiary;

(iii) the making of loans or advances by any Subsidiary of the Administrative Borrower to the Administrative Borrower or any other such Subsidiary;

(iv) the transfer by any Subsidiary of the Administrative Borrower of its property to the Administrative Borrower or any other such Subsidiary;

or

(v) the merger or consolidation of any Subsidiary of the Administrative Borrower with or into the Administrative Borrower or any other such Subsidiary;

provided that the foregoing shall not prohibit restrictions and conditions imposed by: (A) Applicable Laws which (taken as a whole) could not reasonably be expected to have a Material Adverse Effect, (B) the Loan Documents, and (C) the ABL DIP Credit Documents as in effect on the date hereof.

Section 6.7 Consolidation, Dissolution, Amalgamation and Merger; Fundamental Changes; Asset Acquisitions; Officer Appointments. The Obligors will not, and will not permit any Subsidiary to, alter the corporate, capital or legal structure of any Obligor or any of its Subsidiaries, consolidate or amalgamate with or merge into any Person, or permit any other Person to merge into it, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or reorganize or recapitalize, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other Person, or change its name or conduct its business under a fictitious name, or change its tax, charter or other organizational identification number, or change its form or state of organization.

Section 6.8 Restrictions on Nature of Business. The Obligors will not, and will not permit any Subsidiary to, acquire assets in, or engage, in any line of business materially different from that in which the Obligors are presently engaged (or that is reasonably related thereto or a logical extension thereof), and will not purchase, lease, license or otherwise acquire assets not related to such business. The Obligors will not make or permit any change in the manner in which they operate business transactions between the Obligors, on the one hand, and the Non-Obligors, on the other hand, that could reasonably be expected to be adverse to the interests of the Agent or the Secured Parties.

Section 6.9 Prohibition of Entering into Negative Pledge Arrangements. The Obligors will not, and will not permit any Subsidiary to, enter into any agreement, bond, note or other instrument with or for the benefit of any Person other than the Secured Parties which would:

(a) prohibit such Obligor or such Subsidiary from granting, or otherwise limit the ability of such Obligor or such Subsidiary to grant, to the Agent or the Secured Parties or the ABL DIP Agent or the ABL DIP Credit Lender any Lien on any assets or properties of such Obligor or such Subsidiary, except that the documents pertaining to the Permitted PMM/Capital Lease Debt may prohibit Liens on the permitted assets securing or otherwise related to such Permitted PMM/Capital Lease Debt; or

(b) be violated or breached by the Obligors' performance of their obligations under the Loan Documents or the ABL DIP Credit Documents.

Section 6.10 Accounting. The Obligors will not, and will not permit any Subsidiary to, adopt any material change in accounting principles, other than as required by GAAP, or adopt, permit or consent to any change in its fiscal year from the year ending on the last Saturday in April of each year, except with the consent of the Administrative Agent, or enter into, modify, or terminate any agreement currently existing, or at any time hereafter entered into with any third party accounting firm or service bureau for the preparation or storage of any Group Member's accounting records without said accounting firm or service bureau agreeing to provide Agent information regarding the Group Members' financial condition.

Section 6.11 Hazardous Substances. The Obligors will not, and will not permit any Subsidiary to, cause or permit any Hazardous Substances to be disposed of in any manner which might result in any liability to any Group Member, on, under or at any Real Property which is operated by any Group Member or in which any Group Member has any interest (including, but not limited to, as owner, tenant, lessee, sublessee or otherwise).

Section 6.12 Transactions with Affiliates. The Obligors will not, and will not permit any Subsidiary to, enter into or be a party to any transaction or arrangement, including, without limitation, the purchase, sale, lease, license, transfer or exchange or other Disposition of property, the rendering of any service or the payment of any management fees, with any Affiliate, except:

- (a) (i) transactions between or among the Obligors not involving any other Affiliate, (ii) transactions between or among Obligors and Non-Obligors in the ordinary course of business on terms no less favorable to the Obligors than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate, and (iii) transactions between or among Non-Obligors;
- (b) any Debt permitted under clauses (a) or (c) of the defined term Permitted Debt;
- (c) any payment permitted by Section 6.4;
- (d) [Reserved];
- (e) [Reserved];
- (f) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between School Specialty or its Subsidiaries, on the one hand, and any Affiliate of School Specialty or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to the Administrative Agent prior to the consummation thereof, if they involve one or more payments by School Specialty or its Subsidiaries in excess of \$250,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to School Specialty or its Subsidiaries, as applicable, than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate;
- (g) so long as it has been approved by School Specialty's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of School Specialty or its applicable Subsidiary; and

(h) so long as it has been approved by School Specialty's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, or employee benefit arrangements to executive officers and outside directors of School Specialty and its Subsidiaries.

Each Obligor will cause each of its Non-Obligor Subsidiaries to comply with all of the terms of the Intercompany Subordination and Payment Agreement. Notwithstanding anything contained in this Agreement to the contrary, (x) except for Intercompany Debt permitted under Section 6.3(b), no Obligor shall enter into any transaction with, make any loan, advance or other investment in, or otherwise transfer any property to any Non-Obligor, and (y) the Obligors shall not directly or indirectly declare, order, pay, make or set apart any sum for any payment or prepayment, redemption, retirement, defeasance or acquisition of or with respect to Intercompany Debt owed by any Obligor to any Non-Obligor, except in an aggregate amount not in excess of \$250,000 over the term of this Agreement.

Section 6.13 No Amendments of Organization Documents, Material Contracts or ABL DIP Credit Documents. The Obligors will not, and will not permit any Subsidiary to, amend, supplement, terminate, suspend or otherwise modify in any way (a) any Constituent Documents pertaining to any Group Member or (b) any Material Contract in any manner that could be adverse to the Secured Parties or that could have a Material Adverse Effect. The Obligors will not, and will not permit any Subsidiary to, agree to any amendment or other modification, refinancing, extension or renewal of, or waive any of their respective rights under, the ABL DIP Credit Documents except as permitted under the Intercreditor Agreement (as in effect on the date hereof). Without limiting the foregoing, the Obligors will not, and will not permit any Subsidiary to, amend or otherwise modify, refinance, extend or renew or otherwise change the terms of any other Debt listed on Schedule 6.2, or make any payment consistent with an amendment, refinancing, extension or renewal thereof or change thereto, if the effect of such amendment, refinancing, extension or renewal or change is to increase the interest rate on, or fees or premiums payable with respect to, such Debt, change (to earlier dates) any dates upon which payments of principal or interest are due thereon, make more restrictive any covenant or other agreement of any Obligor or Subsidiary thereunder, change any event of default or condition to an event of default with respect thereto (other than to eliminate any such event of default or increase any grace period related thereto), change the redemption, prepayment or defeasance provisions thereof, change the subordination provisions thereof (or of any guaranty thereof), or change any collateral therefor (other than to release such collateral), or if the effect of such amendment or change, together with all other amendments or changes made, is to increase materially the obligations of the obligor thereunder or to confer any additional rights on the holders of such Debt (or a trustee or other representative on their behalf) which would be adverse to any Obligor or to the Secured Parties, in each case as determined by the Administrative Agent (at the direction of the Required Lenders in their sole discretion).

Section 6.14 No Sale-Leaseback Transactions. The Obligors will not, and will not permit any Subsidiary to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease (including without limitation, a Lease), whether an operating lease or a capitalized lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired, (i) that any Group Member has sold or transferred or is to sell or transfer to any other Person (other than any other Group Member) or (ii) that any Group Member intends to use for substantially the same purpose as any other property that has been or is to be sold or transferred by any Group Member to any Person (other than any Group Member) in connection with such lease, in each case except for those lease transactions existing as of the Closing Date and set forth on Schedule 6.14.

Section 6.15 Anti-Terrorism Laws. The Obligors will not, and will not permit any Subsidiary to, knowingly (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224 or the USA Patriot Act. The Obligors shall deliver to the Administrative Agent any certification or other evidence reasonably requested from time to time by the Administrative Agent (at the direction of the Required Lenders in their sole discretion), confirming the Obligors' and their Subsidiaries' compliance with this Section 6.15.

Section 6.16 Total Outstanding ABL DIP Amount. The Obligors will not permit the Total Outstanding ABL DIP Amount to exceed \$175,000,000.

Section 6.17 [Reserved].

Section 6.18 [Reserved].

Section 6.19 [Reserved].

Section 6.20 [Reserved].

Section 6.21 [Reserved].

Section 6.22 [Reserved].

Section 6.23 Inventory at Bailees. The Administrative Borrower will not, and will not permit any of its Subsidiaries to, store any of its Inventory at any time with a bailee, warehouseman, or similar party except to the extent the aggregate amount of such Inventory does not exceed \$38,000,000 during the period commencing on May 1st through September 30 of each year and does not exceed \$10,000,000 at any other time.

Section 6.24 Maximum ABL Outstandings. The Borrowers will not permit the aggregate amount of (x) ABL DIP Credit Loans and LC Obligations outstanding under the ABL DIP Credit Documents, (y) loans, outstanding letters of credit and reimbursement obligations in respect of drawn letters of credit under any replacement or refinancing of the ABL DIP Credit Documents, and (z) fees payable by the Group Members in connection with the foregoing, at any time to exceed 107.5% of the amount, at such time, of the Stated Borrowing Base.

Section 6.25 Proceeds of Term Loan Priority Collateral. The Borrowers will not permit any Net Cash Proceeds of any Dispositions of property of the Obligors constituting Term Loan Priority Collateral (including without limitation from a Carson-Dellosa Drag-Along Sale) to fail to be deposited, immediately upon receipt thereof by any Group Member, in the Term Loan Priority Collateral Deposit Account. In the case of any Disposition (or series of related Dispositions) of property of the Obligors that includes assets constituting Term Loan Priority Collateral, for which the aggregate consideration received by the Obligors exceeds \$50,000, the Obligors shall (x) no later than two Business Days prior to consummation of such Disposition or of the first Disposition in such series, notify in writing each of the Agent and the ABL DIP Agent, and such notice shall specify (1) the property to be so Disposed of, and the portion of such property constituting Term Loan Priority Collateral, (2) the aggregate consideration to be received by the Obligors in connection with such Disposition or Dispositions, (3) the amount of the Net Cash Proceeds to be received by the Obligors in connection with such Disposition or Dispositions, and (4) the amount of the Net Cash Proceeds to be received by the Obligors in connection with such Disposition or Dispositions that is to be deposited in the Term Loan Priority Collateral Deposit Account, and (y) immediately upon receiving any Net Cash Proceeds in respect of such Disposition or Dispositions, notify in writing each of the Agent and the ABL DIP Agent, and such notice shall specify (1) the amount of the Net Cash Proceeds so received by the Obligors, and (2) the amount of the Net Cash Proceeds so received by the Obligors that has been deposited in the Term Loan Priority Collateral Deposit Account.

Section 6.26 Select Agendas Legal Opinion. The Borrowers will not permit the revenues of Select Agendas, Corp. (or any successor entity) to exceed \$5,000,000 in any trailing twelve month period, prior to the date on which the Agent shall have received (x) the executed and favorable legal opinions of Nova Scotia counsel (or other applicable local counsel, in the case of a successor entity) to Select Agendas, Corp. (or such successor entity), addressing such matters as the Administrative Agent may reasonably request, and (y) executed and, if applicable, notarized security documentation under the laws of Quebec, effective to grant and perfect a Lien in all property of Select Agendas, Corp. (or such successor entity) under the laws of Quebec in favor of the Collateral Agent to secure the Obligations, together with the executed and favorable legal opinions of Quebec counsel to Select Agendas, Corp. (or such successor entity), addressing such matters as the Administrative Agent (at the direction of the Required Lenders) may reasonably request.

Section 6.27 Premier School Agendas Investments. Notwithstanding anything else to the contrary in this Agreement, the Borrowers will not permit Premier School Agendas, Ltd. or any other Non-Obligor to (x) make a Restricted Payment to any Obligor constituting (or giving such Obligor any right to receive from Premier School Agendas, Ltd. or any other Non-Obligor) cash or Cash Equivalents, or (y) make any loan or advance to, or investment of cash or Cash Equivalents in, any Obligor.

Section 6.28 Chapter 11 Claims. The Borrowers will not, and will not permit any Borrower to, incur, create, assume, suffer to exist or permit any other super priority claim or Lien on any Collateral which is pari passu with or senior to the Obligations (or the Liens securing the Obligations) hereunder, except in each case for the Carve Out, and Liens with respect to the ABL DIP Credit Priority Collateral.

Section 6.29 Prohibited Use of Proceeds. Unless and to the extent provided in the DIP Order or Section 2.8, the Borrowers will not, and will not permit any Borrower (a) to, use any cash or Cash Equivalents (including any proceeds of the Loans) to fund any objection, proceeding or other litigation (i) against the Administrative Agent or the Lenders, (ii) challenging the validity, perfection, priority, extent or enforceability of the Liens or security interests granted to the Administrative Agent or the Lenders or (iii) challenging, disputing or objecting to the claims of the Administrative Agent or the Lenders or (b) to use the proceeds of any Loan to (i) repay or prepay any of the Debt under the Prepetition ABL Credit Documents or the ABL DIP Credit Documents (including any interest, fees, costs and expenses, tax or indemnification obligations), (ii) any Taxes incurred upon or as a result of the Disposition of the ABL DIP Credit Priority Collateral or (iii) affirmatively commencing or supporting, or paying any professional fees incurred in connection with, any adversary proceeding, motion or other action that seeks to challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the Liens, claims or rights in favor of the Agent or the Lender (or any of their affiliates).

Section 6.30 Amendments to the DIP Order. The Borrowers will not, and will not permit any Borrower to, in each case itself or on its behalf, amend, supplement or otherwise modify the DIP Order without the written consent of the Administrative Agent (at the direction of the Required Lenders in their sole discretion).

Section 6.31 Variance Test Borrowers will not permit

(a) (i) the aggregate amount of the actual receipts of the type set forth in the line item “Collections” on the accepted thirteen-week cash flow forecast under the Approved Budget during any first fiscal week of any fiscal month of the Administrative Borrower (the first such fiscal week ending on March 9, 2013) (each, a “Single Test Week”) to be less than 75% of the budgeted amount, or (ii) the average amount of such actual receipts in any rolling two fiscal week period of any fiscal month of the Administrative Borrower (for the avoidance of doubt, such rolling two fiscal week period ends on the end of the second, third, fourth and (if applicable) fifth fiscal week of each fiscal month) (each, a “Rolling Two Week Test Period”) to be less than 80% of the average budgeted amounts for such period, in each case of (i) and (ii), set forth in the line item “Collections” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(b) the average amount of the actual disbursements of the type set forth in the line item “Payroll” on the accepted thirteen-week cash flow forecast under the Approved Budget in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts for such period set forth in the line item “Payroll” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(c) (i) the aggregate amount of the actual disbursements of the type set forth in any of the line items “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors”, “AP Disbursement” and “Total Disbursements” on the accepted thirteen-week cash flow forecast under the Approved Budget in any Single Test Week to exceed 115% of the budgeted amount, or (ii) the average amount of each type of such disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the budgeted amounts

for such period, in each case of (i) and (ii), set forth in the corresponding line item “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors”, “AP Disbursement” and “Total Disbursements” on the accepted thirteen-week cash flow forecast under the Approved Budget;

(d) (i) the sum of the aggregate amounts of the actual disbursements of the types set forth in line items “Debtor Professional Fees”, “Professional Fees for Unsecured Creditors” and “Restructuring/Other Profess. Fees” on the accepted thirteen-week cash flow forecast under the Approved Budget (the “Professional Fees Line Items”) in any Single Test Week to exceed 115% of sum of the budgeted amounts, or (ii) the average amount of the sum of such types of disbursements in any Rolling Two Week Test Period to exceed 110% of the average of the sum of the budgeted amounts for such period, in each case of (i) and (ii), set forth in the Professional Fees Line Items on the accepted thirteen-week cash flow forecast under the Approved Budget; or

(e) (i) the aggregate amount of the actual net cash flows of the type set forth in any of the line items “Net Cash Flows” on the accepted thirteen-week cash flow forecast under the Approved Budget during any Single Test Week to be (x) less than 85% of the budgeted amount if such budgeted amount is positive or (y) more than 115% of the budgeted amount if such budgeted amount is negative, or (ii) the average amount of such type of net cash flows in any Rolling Two Week Test Period to be (x) less than 85% of the average of the budgeted amounts for such period if such average is positive or (y) more than 115% of the average of the budgeted amounts if such average is negative, in each case of (i) and (ii), set forth in the corresponding line item “Net Cash Flows” on the accepted thirteen-week cash flow forecast under the Approved Budget.

ARTICLE VII

EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 7.1 Events of Default. “Event of Default”, wherever used herein, means any one of the following events or circumstances:

(a) Failure to pay any principal of any Loan or Note, in each case when the same becomes due and payable (whether at stated maturity or due date, on demand, upon acceleration or otherwise); or

(b) Failure to pay any interest on any Loan or Note or other Obligation, or any fees, costs, expenses, indemnities, reimbursements or other amounts required to be paid by any Obligor under this Agreement or any other Loan Document, in each case when the same becomes due and payable (whether at stated maturity or due date, on demand, upon acceleration or otherwise); or

(c) (i) Any Group Member shall default in the performance of, or breach, any covenant or other agreement on the part of, or applicable to, such Group Member contained in this Agreement or any other Loan Document (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 7.1 specifically dealt with), and, solely in the case of a default in the performance of the provisions in Sections 5.2, 5.3, 5.4, 5.5, 5.11(b), 5.14, such default and all consequences thereof have not been cured within five (5) days; or (ii) any Default or default or Event of Default or event of default shall occur under any ABL DIP Credit Documents; or

(d) Except pursuant to a valid, binding and enforceable termination or release permitted under the Loan Documents and executed by the Administrative Agent or as otherwise expressly permitted under any Loan Document, (i) any provision of any Loan Document shall, at any time after the delivery of such Loan Document, fail to be valid and binding on, or enforceable against, any Obligor party thereto, (ii) any Loan Document purporting to grant a Lien to secure any Obligation shall, upon or at any time after the delivery of such Loan Document, fail to create a valid and enforceable Lien on any Collateral or such Lien shall fail or cease to be a perfected Lien with the priority required in the relevant Loan Document, (iii) any subordination provision pertaining to Subordinated Debt shall, in whole or in part, terminate or otherwise fail or cease to be valid and binding on, or enforceable against, any holder of Subordinated Debt or any trustee or representative thereof, or (iv) any Group Member, or any Affiliate thereof, shall assert that any of the events described in clause (i), (ii) or (iii) above shall have occurred or exist, or shall contest the validity or enforceability of any Loan Document, or of any such Lien or subordination provision; or the perfection or priority of any such Lien; or

(e) [Reserved]; or

(f) Any representation, warranty or certification made, or deemed made, by or on behalf of any Group Member (or any of the officers of any such entity) in this Agreement or any other any Loan Document (including pursuant to any request for Loans), or in any other certificate, instrument, or statement contemplated by or made or delivered pursuant to or in connection with any Loan Document, shall prove to have been untrue or incorrect in any material respect (of if such representation is subject to materiality exceptions, in any respect) when made or deemed made; or

(g) After the Petition Date, one or more judgments, orders, decrees, writs, or warrants of attachment or execution (or other similar process) shall be rendered against any Group Member or issued or levied against a substantial part of the property of any Group Member (i) (A) in the case of money judgments, orders and decrees, involving an aggregate amount (excluding amounts adequately covered by insurance payable to any Group Member, to the extent the relevant insurer has confirmed in writing coverage and liability therefor) in excess of \$200,000 for all Group Members in the aggregate, or (B) otherwise, that would have, in the aggregate, a Material Adverse Effect and (ii) (A) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, decree, writ, warrant or similar process or (B) such judgment, order, decree, writ, warrant or similar process shall not have been vacated or discharged for a period of 20 consecutive days and there shall not be in effect (by reason of a pending appeal or otherwise) any stay of enforcement thereof; or

(h) Any Group Member is convicted of, or admits in writing its culpability for, a violation of (i) any criminal statute (or non-statutory Applicable Law relating to criminal offenses) in any jurisdiction constituting a felony offense or, whether or not a felony

offense, an act of fraud, money laundering, larceny or similar offense or (ii) any statute or other Applicable Law, if forfeiture of, or the imposition of a Lien or other claim by any Person (other than the Collateral Agent) on or in respect of, any Collateral is a possible remedy or penalty that may lawfully be sought for such violation; or

(i) After the Petition Date, any Group Member (i) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Debt incurred or arising after the Petition Date (other than the Obligations) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$200,000, or in respect of any other material contractual obligation or agreement of such Group Member incurred or arising after the Petition Date (including any Material Contract), and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure; or (ii) fails to perform or observe any other condition or covenant incurred or arising after the Petition Date under any agreement or instrument relating to any such Debt, contractual obligation or other agreement, or any other event shall occur or condition exist under any agreement or instrument relating to any such Debt, contractual obligation or other agreement, that is a default or event of default thereunder or gives rise to a right of any other Person to terminate any such agreement or accelerate any such Debt; or (iii) permits to occur or exist after the Petition Date any default or early termination event with respect to any Hedge Agreement to which any Group Member is a party under which the aggregate liability of the Group Members is more than \$200,000, other than (x) any default arising prior to the Petition Date, (y) due to the filing, commencement and continuation of the Chapter 11 Cases and any litigation resulting therefrom), or (z) due to restrictions on payments arising thereby; or

(j) Any occurrence of one or more ERISA Events that, either individually or in the aggregate, (a) have had or could reasonably be expected to result in a Liability in excess of \$50,000 or (b) result in a Lien on any of the assets of any Group Member; or

(k) Any Group Member incurring or becoming liable for, or (except to the extent disclosed on Schedule 4.12) being liable for or suffering to exist, any Environmental Liability (i) that, individually or in the aggregate together with all other such Environmental Liabilities of the Group Members taken as a whole, could reasonably be expected to have a Material Adverse Effect or result in a material diminution of the value of the Collateral, or (ii) in an aggregate amount, collectively for all such Environmental Liabilities, in excess of \$50,000; or

(l) Except to the extent permitted by Section 6.5, any Group Member shall liquidate, dissolve, terminate or suspend its business operations or any substantial part thereof or otherwise fail to operate its business in the ordinary course (except for the filing, commencement and continuation of the Chapter 11 Cases and events that customarily result from the filing, commencement and continuation of the Chapter 11 Cases), or shall sell all or a material part of its assets, or a material part of its property or business is taken, lost or impaired through condemnation or otherwise, the loss of which could reasonably be expected to have a Material Adverse Effect, or the management of any Group Member or is displaced of its authority in the conduct of its business or such business is curtailed or materially impaired, whether by action of any Governmental Authority or otherwise; or

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- (m) A Change of Control shall occur; or
- (n) A Material Adverse Effect shall occur; or
- (o) There shall occur one or more casualty or condemnation losses (excluding amounts adequately covered by insurance payable to any Group Member, to the extent the relevant insurer has confirmed in writing coverage and liability therefor) in an aggregate amount in excess of \$200,000 in connection with the properties of the Group Members; or
- (p) Any scheduled or non-scheduled payment, redemption, retirement, or other satisfaction of or with respect to any principal, interest or other amount payable on or with respect to any Subordinated Debt shall occur; or
- (q) [Reserved]; or
- (r) A Cash Dominion Event shall occur; or
- (s) There shall have occurred any of the following in any Chapter 11 Case:
- (i) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto, in each case, by any Obligor in any Chapter 11 Case, or the entry of any order by the Bankruptcy Court in any Chapter 11 Case: (w) to obtain additional financing under Section 364(c) or (d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement or that does not provide for the repayment of all Obligations under this Agreement in full in cash; (x) to grant any Lien other than Liens expressly permitted under this Agreement upon or affecting any Collateral; (y) except as provided in the Interim or Final Order, as the case may be, to use cash collateral of Agent under Section 363(c) of the Bankruptcy Code without the prior written consent of the Agent and the Required Lenders; or (z) that (in the case of any Obligor) requests or seeks authority for or that (in the case of an order entered by the Bankruptcy Court on account of a request by any Obligor) approves or provides authority to take any other action or actions adverse to the Agent and the Lenders or their rights and remedies hereunder or their interest in the Collateral;
 - (ii) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by any Obligor which does not provide for the repayment of all Obligations under this Agreement in full in cash on the earlier of the "Effective Date" of such plan and the Maturity Date, and to which the Agent and the Required Lenders do not consent or otherwise agree to the treatment of their claims or the termination of any Obligor's exclusive right to file and solicit acceptances of a plan of reorganization;

(iii) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization that does not (a) contain a provision for repayment in full in cash of all of the Obligations under this Agreement on or before the earlier of the effective date of such plan or plans and the Maturity Date and (b) provide for the continuation of the Liens and security interests granted to the Collateral Agent for the benefit of the Lenders and priority until the Obligations have been paid in full in cash;

(iv) the entry of an order amending, supplementing, staying, vacating or otherwise modifying any Loan Document or the Interim Order or the Final Order in any case without the prior written consent of Agent and the Required Lenders;

(v) the Final Order is not entered on or before March 15, 2013 (or such other period as Agent and Required Lenders may agree to in writing);

(vi) the payment of, or application by any Obligor for authority to pay, any pre-petition claim without the Required Lenders' prior written consent other than as provided in any "first day order" in form and substance acceptable to Required Lenders and as set forth in the Approved Budget or unless otherwise permitted under this Agreement;

(vii) the entry of an order by the Bankruptcy Court appointing, or the filing of an application by any Obligor, for an order seeking the appointment of, in either case with the consent of the Required Lenders, an interim or permanent trustee in any Chapter 11 Case or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in any Chapter 11 Case with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Borrowers or with the power to conduct an investigation of (or compel discovery from) Agent or Lenders; or the sale without the Required Lenders' consent, of all or substantially all of a Borrower's assets either through a sale under section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations;

(viii) the dismissal of any Chapter 11 Case which does not contain a provision for payment in full in cash of all noncontingent monetary Obligations of the Borrowers hereunder, or if any Obligor shall file a motion or other pleading seeking the dismissal of any Chapter 11 Case which does not contain a provision for payment in full in cash of all noncontingent monetary Obligations of the Borrowers hereunder;

(ix) the conversion of any Chapter 11 Case from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or any Obligor shall file a motion or other pleading seeking the conversion of any Chapter 11 Case under section 1112 of the Bankruptcy Code or otherwise;

(x) the entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a Lien on any Collateral, or (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local environmental or regulatory agency or authority;

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- (xi) the entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents;
- (xii) the failure of any Obligor to perform any of its obligations under the Interim Order or the Final Order or any violation of any of the terms of the Interim Order or the Final Order;
- (xiii) [Reserved];
- (xiv) the remittance, use or application of the proceeds of Collateral other than in accordance with cash management procedures and agreements acceptable to the Required Lenders;
- (xv) [Reserved];
- (xvi) the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to Agent, on behalf of itself and Lenders without the consent in writing of Agent and Required Lenders other than Liens with respect to the ABL DIP Credit Priority Collateral;
- (xvii) the filing of a motion by any Obligor requesting, or the entry of any order granting, any super-priority claim which is senior or pari passu with the Lenders' claims;
- (xviii) the entry of an order precluding the Agent to have the right to or be permitted to "credit bid";
- (xix) the obtaining of additional financing or the granting of Liens not expressly permitted hereunder;
- (xx) the use of cash collateral without the prior written consent of the Required Lenders;
- (xxi) any attempt by an Obligor to reduce, set off or subordinate the Obligations or the Liens securing such Obligations to any other Debt;
- (xxii) the reversal, vacation or stay of the effectiveness of either the Interim Order or the Final Order;
- (xxiii) the payment of or granting adequate protection (except for Adequate Protection Payments) with respect to any Prepetition Indebtedness (other than with respect to payment permitted as set forth in the Interim Order or the Final Order);

(xxiv) an application for any of the orders described in this Section 7.1(s) including, without limitation, clauses (i), (iii), (iv), (viii), (ix), (x), (xi) (xvi) or (xviii) shall be made by a Person other than the Agent or the Lenders and such application is not contested by the Borrowers in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(xxv) the cessation of Liens or super-priority claims granted with respect to this Agreement to be valid, perfected and enforceable in all respects; or

(xxvi) the Bankruptcy Court shall cease to have exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the Loan Documents, the DIP Order, DIP Liens and the Collateral;

(xxvii) [Reserved];

(t) A representative of Alvarez & Marsal ceases to serve as chief restructuring officer and the Administrative Borrower fails to appoint a replacement reasonably acceptable to the Required Lenders within seven days following such cessation of service; or

(u) Any creditor executes upon or enforces a Lien in any Collateral; provided, however, that any exercise of rights under the Consent Order Granting Motion of Comerica Bank for Relief from the Automatic Stay entered by the Bankruptcy Court (Docket #276) shall not be an Event of Default; or

(v) Any Insolvency Proceeding is commenced by or against a Group member that is not a Debtor in the Chapter 11 Cases without the consent of the Administrative Agent.

Section 7.2 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default (unless waived in writing by the Required Lenders), the Administrative Agent (at the direction of the Required Lenders) may upon five (5) days' written notice to the Administrative Borrower (and, upon written request of the Required Lenders, the Administrative Agent shall) exercise any or all of the following rights and remedies:

(a) declare all or any portion of the Commitments, if then in effect, to be terminated, whereupon the same shall forthwith terminate;

(b) declare all or any portion of the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other Obligations to be forthwith immediately due and payable or otherwise accelerated, whereupon the Loans, all such accrued interest and all such other Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Obligor;

(c) apply any and all monies owing by any Secured Party to any Group Member to the payment of the Loans, including interest accrued thereon, or to payment of any or all other Obligations then owing by the Obligors;

(d) exercise and enforce the rights and remedies available to the Agent, the Lenders or any other Secured Party under any Loan Document and under Applicable Law, including all rights and remedies with respect to the Collateral under the Loan Documents and under Applicable Law; and

(e) exercise any other rights and remedies available to the Agent (including, without limitation, hereunder and under any other Loan Documents), the Lenders or any other Secured Party under Applicable Law, any Loan Document or otherwise.

Such rights and remedies include the rights (subject to the provisions of the Intercreditor Agreement, where applicable) to (i) take possession of any Collateral; (ii) require the Obligors to assemble Collateral, at the Obligors' expense, and make it available to the Collateral Agent at a place designated by the Collateral Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by an Obligor, such Obligor agrees not to charge for such storage); and (iv) Dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Applicable Law, in lots or in bulk, and at such locations, all as the Collateral Agent, in its discretion, deems advisable. Each Obligor agrees that 10 days' notice of any proposed Disposition of Collateral by the Collateral Agent shall be reasonable. The Collateral Agent shall have the right to conduct such sales on any Obligor's premises, without charge, and such sales may be adjourned from time to time in accordance with Applicable Law. The Collateral Agent shall have the right to Dispose of any Collateral for cash, credit or any combination thereof, and the Collateral Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may "credit bid" or otherwise set off the amount of such price against the Obligations.

Each Obligor hereby agrees that: (a) so long as the Agent complies with its obligations, if any, under the UCC, the Agent, the Lenders, and the other Secured Parties shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by the Obligors.

At any time during an Event of Default, the Agent, the Lenders, the other Secured Parties and any of their Affiliates are authorized, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Agent, such Lender, such other Secured Party or such Affiliate to or for the credit or the account of an Obligor against any Obligations, irrespective of whether or not the Agent, such Lender, such other Secured Party or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of the Agent, such Lender, such other Secured Party or such Affiliate different from the branch or office holding such deposit or obligated on such obligation. The rights of the Agent, each Lender, each such other Secured Party and each such Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

ARTICLE VIII
AGREEMENT AMONG LENDERS AND AGENT

Section 8.1 Authorization; Powers. Each Lender irrevocably appoints and authorizes the Administrative Agent to act as administrative agent, and the Collateral Agent to act as collateral agent, for and on behalf of such Lender to the extent provided herein, in any Loan Documents (including by way of acting as “Secured Party” under any Loan Document relating to Collateral) or in any other document or instrument delivered hereunder or in connection herewith, and to take such other actions as may be reasonably incidental thereto. The Administrative Agent agrees to act as administrative agent for each Lender, and the Collateral Agent agrees to act as collateral agent for each Lender, upon the express conditions contained in this Article VIII, but in no event shall the Agent constitute a fiduciary of any Lender, nor shall the Agent have any fiduciary responsibilities in respect of any Lender. In furtherance of the foregoing, and not in limitation thereof, each Lender irrevocably (a) authorizes the Agent to execute and deliver and perform those obligations under each of the Loan Documents to which the Agent is a party as are specifically delegated to the Agent, and to exercise all rights, powers and remedies as may be specifically delegated hereunder or thereunder, together with such additional powers as may be reasonably incidental thereto, (b) appoints the Agent as nominal beneficiary or nominal secured party, as the case may be, under the Loan Documents and all related UCC financing statements (to the extent of the collateral security granted with respect to the Obligations), and (c) authorizes the Agent to act as agent of and for such Lender for purposes of holding, perfecting and Disposing of Collateral under the Loan Documents. As to any matters not expressly provided for by the Loan Documents, the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders or, if so required pursuant to Section 10.2, upon the instructions of all Lenders; provided, however, that except for action expressly required of the Agent hereunder, the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action, and the Agent shall not in any event be required to take any action which is contrary to the Loan Documents or Applicable Law.

(a) The Lenders hereby irrevocably authorize Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being Disposed of if a release is required or desirable in connection therewith and if Administrative Borrower certifies to Agent that the Disposition is permitted under Section 6.5 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which School Specialty or its Subsidiaries owned no interest at the time Agent’s Lien was granted nor at any time thereafter, or (iv) constituting property leased to School Specialty or its Subsidiaries under a lease that has expired or is terminated in a transaction permitted under this Agreement. The Obligors and the Lenders hereby irrevocably authorize Agent, based upon the instruction of the Required Lenders, to (a) consent to, credit bid or

purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363 of the Bankruptcy Code, (b) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any Disposition thereof conducted under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC, or (c) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Agent to credit bid or purchase at such Disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and the Lenders shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by such acquisition vehicle or vehicles and in connection therewith Agent may reduce the Obligations owed to the Lenders (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders, or (z) otherwise, the Required Lenders. Upon request by Agent or Administrative Borrower at any time, the Lenders will confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 8.1(b); provided, that (1) Agent shall not be required to execute any document necessary to evidence such release on terms that, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Obligor in respect of) all interests retained by any Loan Party, including, the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral. The Lenders further hereby irrevocably authorize Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted PMM/Capital Lease Debt.

(b) Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by School Specialty or its Subsidiaries or is cared for, protected, or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or

not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise provided herein.

Section 8.2 Application of Proceeds. The Agent, after deduction of any costs of collection, as provided in Section 8.5, shall remit to each Lender (to the extent a Lender is to share therein and subject to the provisions of Section 2.10(f)) that Lender's pro rata share of all payments of principal, interest, premiums and fees payable hereunder in accordance with such Lender's appropriate Percentage. Each Lender's interest under the Loan Documents shall be payable solely from payments, collections and proceeds actually received by the Agent under the Loan Documents; and the Agent's only liability to a Lender with respect to any such payments, collections and proceeds shall be to account for such Lender's Percentage of such payments, collections and proceeds in accordance with this Agreement. If the Agent is required for any reason to refund any such payments, collections or proceeds, each Lender will refund to the Agent, upon demand, its Percentage of such payments, collections or proceeds, together with its Percentage, or share, as applicable, of interest or penalties, if any, payable by the Agent in connection with such refund. If any Lender has wrongfully refused to fund its Percentage of any Loans, or if the outstanding principal balance of the Loans made by any Lender is for any other reason less than its respective Percentage of the aggregate principal balance of all Loans, the Agent may remit payments received by it to the other Lenders until such payments have reduced the aggregate amounts owed by the Borrowers to the extent that the aggregate amount of the Loans owing to such Lender hereunder are equal to its Percentage of the aggregate amounts of the Loans owing to all of the Lenders hereunder. The foregoing provision is intended only to set forth certain rules for the application of payments, proceeds and collections in the event that a Lender has breached its obligations hereunder and shall not be deemed to excuse any Lender from such obligations.

Section 8.3 Exculpation. The Agent shall not be liable for any action taken or omitted to be taken by the Agent in connection with the Loan Documents, except for its own gross negligence, fraud or willful misconduct. The Agent shall be entitled to rely upon advice of counsel concerning legal matters, the advice of independent public accountants with respect to accounting matters and advice of other experts as to any other matters and upon any Loan Document and any schedule, certificate, statement, report, notice or other writing which it reasonably believes to be genuine or to have been presented by a proper Person. Neither the Agent nor any of its Affiliates or any of its or their respective directors, officers, employees or agents shall be responsible or in any way liable with respect to or for (a) any recitals, representations or warranties contained in, or for the execution, legality, validity, genuineness, sufficiency, effectiveness or enforceability of any Loan Document, or any other instrument or document delivered hereunder or in connection herewith, (b) the validity, genuineness, perfection, priority, effectiveness, enforceability, existence, value or enforcement of any Collateral, or (c) except for its own gross negligence, fraud or willful misconduct, any action taken or omitted by it. The designation of U.S. Bank (or any successor thereto as Agent) as

Agent hereunder shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon, U.S. Bank (or such successor thereto) in its individual capacity as Lender hereunder. Any reference herein to any matter being “to the satisfaction of” or “satisfactory to” the Administrative Agent shall require the affirmative approval of the Required Lenders. At all times, the Administrative Agent shall follow the instructions of the Required Lenders unless a provision of a Loan Document explicitly states otherwise.

Section 8.4 Use of the term “Agent”. The term “Agent” is used herein in reference to the Agent merely as a matter of custom. It is intended to reflect only an administrative relationship between the Agent and the Lenders, in each case as independent contracting parties. However, the obligations of the Agent shall be limited to those expressly set forth herein and in no event shall the use of such term create or imply any fiduciary relationship or any other obligation arising under the general law of agency.

Section 8.5 Reimbursement for Costs and Expenses. All payments, collections and proceeds received or effected by the Agent may be applied first to pay or reimburse the Agent for all reasonable costs and expenses at any time incurred by or imposed upon the Agent in connection with this Agreement or any other Loan Document (including but not limited to all reasonable attorney’s fees), foreclosure or liquidation expenses and advances made to protect the security of any collateral (to the extent of the collateral security is granted with respect to the Obligations). If the Agent does not receive payments, collections or proceeds sufficient to cover any such costs and expenses within five (5) days after their incurrence or imposition, each Lender shall, upon demand, remit to the Agent such Lender’s Percentage of the difference between (i) such costs and expenses and (ii) such payments, collections and proceeds, together with interest on such amount for each day following the thirtieth day after demand therefor until so remitted at a rate equal to the Federal Funds Rate for each such day.

Section 8.6 Payments Received Directly by Lenders. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise) on account of any Loan or on account of any interest, premium or fees under this Agreement (other than through distributions made in accordance with Section 8.2 hereof) in excess of such Lender’s applicable Percentage with respect to the Loan, such Lender shall promptly give notice of such fact to the Agent and shall promptly remit to the Agent such amount as shall be necessary to cause the remitting Lender to share such excess payment or other recovery ratably with each of the Lenders in accordance with their respective applicable Percentages, together with interest for each day on such amount until so remitted at a rate equal to the Federal Funds Rate for each such day; provided, however, that if all or any portion of the excess payment or other recovery is thereafter recovered from such remitting Lender or holder, the remittance shall be restored to the extent of such recovery.

Section 8.7 Indemnification. Each Lender severally, but not jointly, hereby agrees to indemnify and hold harmless the Agent, as well as the Agent’s agents, employees; officers and directors, ratably according to their respective Percentages from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgment, demands, damages, costs, disbursements, or expenses (including attorneys’ fees and expenses, and costs of in-house counsel) of any kind or nature whatsoever, which are imposed on, incurred by, or asserted against the Agent or its agents, employees, officers or directors in any way relating to or arising

out of the Loan Documents, or as a result of any action taken or omitted to be taken by the Agent; provided, however, that no Lender shall be liable for any portion of any such losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs disbursements, or expenses resulting from the gross negligence, fraud or willful misconduct of the Agent.

Section 8.8 Agent and Affiliates. U.S. Bank (and any successor thereto as Agent) shall have the same rights and powers in its capacity as a Lender hereunder as any other Lender and may exercise or refrain from exercising the same as though it were not the Agent, and U.S. Bank (or such successor) and its affiliates may accept deposits from and generally engage in any kind of business with the Group Members or their Affiliates as fully as if U.S. Bank (or such successor) were not the Agent hereunder.

Section 8.9 Credit Investigation. Each Lender acknowledges that it has made such inquiries and taken such care on its own behalf as would have been the case had its Loans made directly by such Lender to the Borrowers without the intervention of the Agent or any other Lender. Each Lender agrees and acknowledges that the Agent and each other Lender makes no representations or warranties about the creditworthiness of the Obligor or any other party to this Agreement or with respect to or for (a) any recitals, representations or warranties contained in, or for the execution, legality, validity, genuineness, sufficiency, effectiveness or enforceability of any Loan Document, or any other instrument or document delivered hereunder or in connection herewith, (b) the validity, genuineness, perfection, priority, effectiveness, enforceability, existence, value or enforcement of any Collateral.

Section 8.10 Defaults. The Agent shall have no duty to inquire into any performance or failure to perform by the Group Members and shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default (other than under Sections 7.1(a) or 7.1(b)) hereof unless the Agent has received notice from a Lender or a Borrower specifying the occurrence of such Default or Event of Default. In the event that the Agent receives such a notice of the occurrence of a Default or an Event of Default, the Agent shall give prompt notice thereof to the Lenders. In the event of any Default, the Agent shall (subject to Section 8.7 hereof) (a) in the case of a Default that constitutes an Event of Default, not take any of the actions referred to in Section 7.2(b) hereof unless so directed by the Required Lenders, and (b) in the case of any Default or Event of Default, take such actions with respect to such Default as shall be directed by the Required Lenders; provided that, unless and until the Agent shall have received such directions, the Agent may take any action, or refrain from taking any action, with respect to such Default or Event of Default as it shall deem advisable in the best interest of the Lenders.

Section 8.11 Obligations Several. The obligations of each Lender hereunder are the several obligations of such Lender, and neither any Lender nor the Agent shall be responsible for the obligations of any other Lender hereunder, nor will the failure by the Agent or any Lender to perform any of its obligations hereunder relieve the Agent or any other Lender from the performance of its respective obligations hereunder. Nothing contained in this Agreement, and no action taken by any Lender or the Agent pursuant hereto or in connection herewith or pursuant to or in connection with the Loan Documents shall be deemed to constitute the Lenders, together or with or without the Agent, as a partnership, association, joint venture, or other entity.

Section 8.12 Sale or Assignment; Addition of Lenders. Except as permitted under the terms and conditions of this Section 8.12, no Lender may sell, assign or transfer its rights or obligations under this Agreement or such Lender's Notes or Loans or Commitment.

(i) Subject to the conditions set forth in paragraph (a)(ii) below, any Lender may at any time upon at least five Business Day's advance notice to the Administrative Agent and the Administrative Borrower assign to one or more assignees that (x) is a domestic or foreign bank (having a branch office in the United States), an insurance company, a hedge fund or analogous investment fund, an Approved Fund or any other financial institution (provided that such proposed assignee, if other than a fund, has capital and surplus, or in the case of a fund (other than an Approved Fund), has, together with all other funds under common management, investment assets, as applicable, in excess of \$250 million), and (y) is not an Obligor or a Group Member or an Affiliate of any of the foregoing or a natural person or a competitor of any Group Member whose primary business competes in the same business segment and in the same geographic area as the Group Members (any such bank, insurance company, fund or Approved Fund meeting the foregoing requirements, an "Applicant") on any date (the "Adjustment Date") selected by such Lender, all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment, the Notes and Loans at the time owing to it) with the prior written consent of:

(A) the Administrative Borrower (such consent not to be unreasonably withheld, delayed or conditioned); provided that no consent of the Administrative Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Default or Event of Default has occurred and is continuing, any other assignee; and

(B) the Administrative Agent (which consent of the Administrative Agent may be withheld or given in the Administrative Agent's sole discretion); provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Note or Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of any assignment made in connection with an assignment of the entire remaining amount of the assigning Lender's Commitment and Notes and Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment Certificate with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment Certificate, as of the Trade Date) shall not be less than \$1.0 million, unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, Administrative Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed);

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment, as applicable, assigned;

(C) the Administrative Agent, the assigning Lender and such Applicant shall, on or before the Adjustment Date, execute and deliver to the Administrative Agent an Assignment Certificate in substantially the form of Exhibit G (an "Assignment Certificate");

(D) if requested by the Administrative Agent, each Borrower will execute and deliver to the Administrative Agent, for delivery by the Administrative Agent in accordance with the terms of the Assignment Certificate, (i) a new Note payable to the order of the Applicant in the amount corresponding to the applicable Loan acquired by such Applicant and (ii) a new Note payable to the order of the assigning Lender in the amount corresponding to the retained Loan. Such new Notes shall be in an aggregate principal amount equal to the principal amount of the Notes to be replaced by such new Notes, shall be dated the effective date of such assignment and shall otherwise be in the form of the Note to be replaced thereby. Such new Notes shall be issued in substitution for, but not in satisfaction or payment of, the Note being replaced thereby and such new Notes shall be treated as a Note) for all purposes of this Agreement; and

(E) the assigning Lender shall pay to the Administrative Agent an administrative fee of \$3,500.

(iii) Any assignment or purported assignment to any Person that is not an Eligible Assignee shall be null and void. Upon the execution and delivery of such Assignment Certificate and such new Notes, and effective as of the effective date thereof (A) this Agreement shall be deemed to be amended to the extent, and only to the extent, necessary to reflect the addition of such additional Lender and the resulting adjustment of the Percentages arising therefrom, (B) the assigning Lender shall be relieved of all obligations hereunder to the extent of the reduction of the assigning Lender's Percentage, and (C) the Applicant shall become a party hereto and shall be entitled to all rights, benefits and privileges accorded to a Lender herein and in each other Loan Document or other document or instrument executed pursuant hereto and subject to all obligations of a Lender hereunder, including, without limitation, the right to approve or disapprove actions which, in accordance with the terms hereof, require the approval of the Required Lenders or all Lenders. In order to facilitate the addition of additional Lenders hereto, the Administrative Borrower (subject to its approval rights hereunder, if any) and the Lenders shall cooperate fully with the Administrative Agent in connection therewith and shall provide all reasonable assistance requested by the Administrative Agent relating thereto, including, without limitation, the furnishing of such written materials and financial information regarding the Group Members as the Administrative Agent may

reasonably request, the execution of such documents as the Administrative Agent may reasonably request with respect thereto, and the participation by officers of the Administrative Borrower and the Lenders at reasonable times and places in a meeting or teleconference call with any Applicant upon the reasonable request of the Administrative Agent.

Section 8.13 Participation. In addition to the rights granted in Section 8.12, each Lender may, upon the prior written consent of the Administrative Agent (which consent may be given or withheld in Agent's sole discretion), grant participations in all or a portion of its Note and Loans to any domestic or foreign commercial bank (having a branch office in the United States), insurance company, financial institution or an Affiliate of such Lender pursuant to documentation delivered to and deemed acceptable to the Administrative Agent. No holder of any such participation shall be entitled to require any Lender to take or omit to take any action hereunder, except that a Lender selling a participation may agree with the participant that such Lender will not, without such participant's consent, take any action which would, in the case of any principal, interest, premium or fee in which the participant has an ownership or beneficial interest: (a) extend the final maturity of any Loans or extend the Maturity Date, (b) reduce the interest rate on the Loans or the amount of any premium or fee payable in respect of the Loans, (c) forgive any principal of, or interest on, the Loans, or any premium or fees payable in respect thereof, or (d) release all or substantially all of any Collateral for the Loans. The Lenders shall not, as among the Borrowers, the Agent and the Lenders, be relieved of any of their respective obligations hereunder as a result of any such granting of a participation. Each Obligor hereby acknowledges and agrees that any holder of a participation described in this Section 8.13 may rely upon, and possess all rights under, any opinions, certificates, or other instruments or documents delivered under or in connection with any Loan Document. Except as set forth in this Section 8.13, no Lender may grant any participation in its Notes or Loans.

Section 8.14 [Reserved].

Section 8.15 Agent's Counsel. In connection with the negotiation, drafting and execution of this Agreement and the other Loan Documents, perfecting any security interest, completing any filings or registrations and in connection with future legal representation relating to loan administration, amendments, modifications, waivers, forbearance or enforcement of remedies, any law firm engaged by the Agent (the "Agent Firm") has only represented and shall only represent the Agent (or its Affiliates), in its/their capacity as Agent, and the Lenders. Each Obligor hereby acknowledges, that no Agent Firm represents it in connection with any such matters.

Section 8.16 Obligor not a Beneficiary or Party. Except with respect to the limitation of liability applicable to the Lenders under Section 8.11, the provisions and agreements in this Article VIII are solely among the Lenders and the Agent, and no Obligor shall be considered a party thereto or a beneficiary thereof.

Section 8.17 Administrative Agent and Collateral Agent May Delegate Duties. The Administrative Agent and the Collateral Agent may appoint sub-agents to exercise on their behalf any of their respective duties, obligations or rights under the Loan Documents, and each such sub-agent shall have all of the rights and benefits of the Administrative Agent or Collateral Agent, as applicable, under this Article VIII. Each of the Administrative Agent and the Collateral Agent shall not be responsible for the negligence or misconduct of any sub-agents selected by it with reasonable care, except as otherwise provided in Section 8.3.

Section 8.18 Collateral Matters.

(a) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its sole discretion, to release any Lien on any Collateral upon the termination of the Commitments, and payment and satisfaction in full in cash by the Borrowers of all Obligations, constituting property being Disposed of if a release is required or desirable in connection therewith and if the Administrative Borrower certifies to the Collateral Agent that the Disposition is permitted under Section 6.5 of this Agreement or the other Loan Documents (and the Collateral Agent may rely conclusively on any such certificate, without further inquiry), constituting property in which no Group Member owned any interest at the time the Agent's Lien was granted nor at any time thereafter, or constituting property leased to a Group Member under a Lease or other lease that has expired or is terminated in a transaction permitted under this Agreement. Except as provided above, the Collateral Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders, or (z) otherwise, the Required Lenders. Upon request by the Administrative Agent or the Administrative Borrower at any time, the Lenders will confirm in writing the Collateral Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 8.18; provided, however, that (1) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Obligor in respect of) all property and other interests retained by the Obligors, including, the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral.

(b) The Agent and its Affiliates and Agent Firm and other representatives shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Group Members or is cared for, protected, or insured or has been encumbered, or that the Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, the Agent may act in any manner it may deem appropriate, in its sole discretion given the Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

Section 8.19 Agency for Perfection. The Collateral Agent hereby appoints each other Lender as its agent (and each Lender hereby accepts such appointment) for the purpose of perfecting the Agent's Liens in property that, in accordance with Article VIII or Article IX, as applicable, of the UCC can be perfected only by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver possession or control of such Collateral to the Collateral Agent or in accordance with the Administrative Agent's instructions.

Section 8.20 Field Audits and Examinations; Confidentiality; Disclaimers by Lenders. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each completed field audit or examination report respecting the Group Members (each a "Report" and collectively, "Reports") prepared by or at the request of the Administrative Agent, and the Administrative Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that the Administrative Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or other party performing any audit or examination will inspect only specific information regarding the Group Members and will rely significantly upon the Group Members' books and records, as well as on representations of the Group Members' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Group Members and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 10.12, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Administrative Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers; and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent, and any such other Lender preparing a Report, harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys fees and costs) incurred by the Administrative Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 8.21 Successor Agent. Each of the Administrative Agent and the Collateral Agent may voluntarily resign as administrative agent or collateral agent, as applicable, at any time by giving ten Business Days' prior written notice thereof to the other Agent, the Administrative Borrower and the Lenders. Upon any such notice of resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent or Collateral Agent, as applicable. If no successor shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent from among the Lenders or from among those financial institutions who regularly provide such services in the New York financial markets. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall promptly (i) transfer to such successor Agent all sums, securities and other items of collateral (if any) held by it under the Loan Documents, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under the Loan Documents, and (ii) execute and deliver to such successor Agent such documents, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the rights and benefits under the Loan Documents, whereupon such retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation hereunder as Agent, the provisions of this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent hereunder.

ARTICLE IX **GUARANTY**

Section 9.1 Guaranty.

(a) Each Guarantor, and each Borrower (with respect to each other Borrower), hereby irrevocably and unconditionally guarantees to the Administrative Agent, for the benefit of the Secured Parties, the full and prompt payment when due of the Obligations, including, without limitation, any interest thereon (including, without limitation, interest, premiums and fees, as provided in this Agreement, accruing after the filing of a petition initiating any Insolvency Proceeding, whether or not such interest, premium or fees accrue or are recoverable against the Borrowers after the filing of such petition for purposes of the Bankruptcy Code or are an allowed claim in such proceeding), plus documented, reasonable attorneys' fees and expenses if the obligations represented by this Guaranty are collected by law, through an attorney-at-law, or under advice therefrom.

(b) Regardless of whether any proposed guarantor or any other Person shall become in any other way responsible to the Secured Parties, or any of them, for or in respect of the Obligations or any part thereof, and regardless of whether or not any Person now or hereafter responsible to the Secured Parties, or any of them, for the Obligations or any part thereof, whether under this Guaranty or otherwise, shall cease to be so liable, each Guarantor and each Borrower hereby declares and agrees that this Guaranty shall be a joint and several obligation, shall be a continuing guaranty and shall be operative and binding until the Obligations shall have been indefeasibly paid in full in cash and all Commitments shall have been terminated.

(c) Each Guarantor and each Borrower absolutely, unconditionally and irrevocably waives any and all right to assert any defense (other than the defense of payment in cash in full, or performance, to the extent of its obligations hereunder, or a defense that such Guarantor's or such Borrower's liability is limited as provided in Section 9.3) it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guaranteed Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver of, or consent to departure from any other guarantee, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, counterclaim, defense (legal or equitable), or other right that any Guarantor may have at any time against any person, including Administrative Agent or any other Secured Party;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any Secured Party including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any other Obligor or any guarantors or sureties;

(vii) any change, amalgamation, reorganization, restructuring, or termination of the corporate, limited liability company, unlimited liability company, trust or partnership structure or existence of any Obligor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Obligor or any other guarantor or surety.

(d) Each Guarantor and each Borrower absolutely, unconditionally and irrevocably waives any and all right to assert set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of the Guarantors or the Borrowers under this Guaranty or the obligations of any other Person or party (including, without limitation, the Borrowers) relating to this Guaranty or the obligations of any of the Guarantors and the Borrowers under this Guaranty or otherwise with respect to the Obligations in any action or proceeding brought by the Administrative Agent or any other Secured Party to collect the Obligations or any portion thereof, or to enforce the obligations of any of the Guarantors or the Borrowers under this Guaranty or to foreclose on any Collateral owned by any Obligor.

(e) The Secured Parties, or any of them, may from time to time, without exonerating or releasing any Guarantor or any Borrower in any way under this Agreement, including this Guaranty, (i) take such further or other security or securities for the Obligations or any part thereof as they may deem proper, or (ii) release, discharge, abandon or otherwise deal with or fail to deal with any Guarantor or guarantor or Borrower of the Obligations or any security or securities therefor or any part thereof now or hereafter held by the Secured Parties, or any of them, or (iii) amend, modify, extend, accelerate or waive in any manner any of the provisions, terms, or conditions of the Loan Documents, all as they may consider expedient or appropriate in their sole discretion. Without limiting the generality of the foregoing, or of Section 9.1(e), it is understood that the Secured Parties, or any of them, may, without exonerating or releasing any Guarantor or Borrower, give up, modify or abstain from perfecting or taking advantage of any security for or guarantee of the Obligations and accept or make any compositions or arrangements, and realize upon any security for or guarantee of the Obligations when, and in such manner, and with or without notice, all as such Person may deem expedient.

(f) Each Guarantor and each Borrower acknowledges and agrees that no change in the nature or terms of the Obligations or any of the Loan Documents, or other agreements, instruments or contracts evidencing, related to or attendant with the Obligations (including any novation), shall discharge all or any part of the liabilities and obligations of such Guarantor or Borrower pursuant to this Guaranty; it being the purpose and intent of the Guarantors, the Borrowers and the Secured Parties that the covenants, agreements and all liabilities and obligations of each Guarantor and of each Borrower hereunder are absolute, unconditional and irrevocable under any and all circumstances. Without limiting the generality of the foregoing, each Guarantor and each Borrower agrees that until each and every one of the covenants and agreements of this Guaranty is fully performed, and without possibility of recourse, whether by operation of law or otherwise, such Guarantor's or such Borrower's undertakings hereunder shall not be released, in whole or in part, by any action or thing which might, but for this paragraph of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, omission of the Secured Parties, or any of them, or their failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Parties, or any of them, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, such Guarantor or such Borrower, or by reason of any further dealings between the Borrowers or Guarantors, on the one hand, and any Secured Party, on the other hand, or any other guarantor or surety, and such Guarantor or such Borrower hereby expressly waives and surrenders any defense to its liability hereunder, or any right of counterclaim or offset of any nature or description which it may have or may exist based upon, and shall be deemed to have consented to, any of the foregoing acts, omissions, things, agreements or waivers.

(g) The Secured Parties, or any of them, may, without demand or notice of any kind upon or to any Guarantor or Borrower, at any time or from time to time when any amount shall be due and payable hereunder by any Guarantor or Borrower following and during

the continuance of an Event of Default, if the Borrowers shall not have timely paid any of the Obligations, set-off and appropriate and apply to any portion of the Obligations hereby guaranteed, and in such order of application as the Administrative Agent may from time to time elect in accordance with this Agreement, any deposits, property, balances, credit accounts or moneys of any Guarantor or any Borrower in the possession of any Secured Party or under their respective control for any purpose. If and to the extent that any Guarantor or Borrower makes any payment to the Administrative Agent or any other Person pursuant to or in respect of this Guaranty, any claim, by subrogation, contribution or otherwise, which such Guarantor or Borrower may have against any Borrower or other Guarantor by reason thereof shall be subject and subordinate to the prior payment in full of the Obligations to the satisfaction of the Administrative Agent.

(h) Upon the bankruptcy or winding up or other distribution of assets of any Borrower, or of any surety or guarantor (other than the applicable Guarantor or other Borrower) for any Obligations of the Borrowers to the Secured Parties, or any of them, the rights of the Administrative Agent against any Guarantor or Borrower shall not be affected or impaired by the omission of any Secured Party to prove its claim, or to prove the full claim, as appropriate, against any Borrower, or any other Borrower or any such other guarantor or surety, and the Administrative Agent may prove such claims as it sees fit and may refrain from proving any claim and in its discretion may value as it sees fit or refrain from valuing any Collateral or other security held by it without in any way releasing, reducing or otherwise affecting the liability to the Secured Parties of each of the Guarantors and each of the Borrowers.

(i) Each Guarantor and each Borrower hereby absolutely, unconditionally and irrevocably expressly waives, except to the extent such waiver would be expressly prohibited by Applicable Law, the following: (i) notice of acceptance of this Guaranty, (ii) notice of the existence or creation of all or any of the Obligations, (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever (other than notices expressly required hereunder or under any other Loan Document to which any Guarantor is a party), (iv) all diligence in collection or protection of or realization upon the Obligations or any part thereof, any obligation hereunder, or any security for any of the foregoing, (v) until the Obligations shall have been paid in full in cash, all rights to enforce any remedy which the Secured Parties, or any of them, may have against any Borrower and (vi) until the Obligations shall have been paid in full in cash, all rights of subrogation, indemnification, contribution and reimbursement from the Borrowers or other Guarantors for amounts paid hereunder and any benefit of, or right to participate in, any Collateral or other security now or hereinafter held by the Secured Parties, or any of them, in respect of the Obligations. If a claim is ever made upon any Secured Party for the repayment or recovery of any amount or amounts received by such Person in payment of any of the Obligations and such Person repays all or part of such amount by reason of (A) any judgment, decree or order of any court or administrative body or other Governmental Authority having jurisdiction over such Person or any of its property, or (B) any settlement or compromise of any such claim effected by such Person with any such claimant, including any Borrower, then in such event each Guarantor and each Borrower agrees that any such judgment, decree, order, settlement or compromise shall be binding upon such Guarantor or such Borrower, notwithstanding any revocation

hereof or the cancellation of any promissory note or other instrument evidencing any of the Obligations, and such Guarantor or such Borrower shall be and remain obligated to such Person hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person.

(j) This Guaranty is a continuing guaranty of the Obligations and all liabilities to which it applies or may apply under the terms hereof and shall be conclusively presumed to have been created in reliance hereon. No failure or delay by any Secured Party in the exercise of any right, power, privilege or remedy shall operate as a waiver thereof, and no single or partial exercise by the Administrative Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy and no course of dealing between any Guarantor, any Borrower and any Secured Party shall operate as a waiver thereof. No action by any Secured Party permitted hereunder shall in any way impair or affect this Guaranty. For the purpose of this Guaranty, the Obligations shall include, without limitation, all Obligations of the Borrowers to the Secured Parties, notwithstanding any right or power of any third party, individually or in the name of any Borrower or the Secured Parties, or any of them, to assert any claim or defense as to the invalidity or unenforceability of any such Obligation, and no such claim or defense shall impair or affect the obligations of any Guarantor or any Borrower hereunder.

(k) This is a guaranty of payment and not of collection. In the event the Administrative Agent makes a demand upon any Guarantor or any Borrower in accordance with the terms of this Guaranty, such Guarantor or Borrower shall be held and bound to the Administrative Agent directly as debtor in respect of the payment of the amounts hereby guaranteed. All costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Administrative Agent in obtaining performance of or collecting payments due under this Guaranty shall be deemed part of the Obligations guaranteed hereby.

(l) Each Guarantor and each Borrower expressly represents and acknowledges that any financial accommodations by the Secured Parties to the Borrowers, including, without limitation, the extension of credit, are and will be of direct interest, benefit and advantage to such Guarantor or such Borrower.

(m) Each Guarantor and each Borrower shall be entitled to subrogation and contribution rights from and against the Borrowers to the extent any Guarantor or any Borrower is required to pay to any Secured Party any amount in excess of the Loans advanced directly to, or other Obligations incurred directly by, such Guarantor or Borrower or as otherwise available under Applicable Law; provided, however, that such subrogation and contribution rights are and shall be subject to the terms and conditions of this Section 9.1(l), and provided further that the payment obligation of a Guarantor or a Borrower to any other Guarantor or any other Borrower under any Applicable Law regarding contribution rights or subrogation rights or similar rights among co-obligors or otherwise is and shall be expressly subordinate and subject in right of payment to the prior indefeasible payment in full in cash of the obligations of such Guarantor or

such Borrower under the other provisions of this Guaranty and the indefeasible payment in full in cash of all Obligations and termination of all Commitments, and such Guarantor or such Borrower shall not exercise any right or remedy with respect to such contribution rights or subrogation rights or similar rights until (i) payment and satisfaction in full of all such obligations and (ii) the Obligations shall have been indefeasibly paid in full in cash and all Commitments shall have been terminated.

Section 9.2 Special Provisions Applicable to Additional Guarantors. Pursuant to Section 5.8 of this Agreement, any new Subsidiary of any Obligor is required to enter into this Agreement by executing and delivering to the Administrative Agent a Guaranty Supplement. Upon the execution and delivery of a Guaranty Supplement by such new Subsidiary, such Subsidiary shall become a Guarantor and Obligor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any Guaranty Supplement (or any other supplement to any Loan Document delivered in connection therewith) adding an additional Guarantor as a party to this Agreement or any other applicable Loan Document shall not require the consent of any other party hereto. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor hereunder.

Section 9.3 Maximum Liability of Obligors. It being understood that the intent of the Secured Parties is to obtain a guaranty from each Guarantor and each Borrower, and the intent of each Guarantor and each Borrower is to incur guaranty obligations, in an amount no greater than the largest amount that would not render such obligations subject to avoidance under Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, it is hereby agreed that:

(a) If (i) the sum of the guaranty obligations of the Guarantors and the Borrowers under Section 9.1 and, without duplication, in the case of each Borrower, the obligations arising from the joint and several liability of such Borrower with respect to Loans or other extensions of credit made under this Agreement to each other Borrower (collectively, the "Guarantor Obligations") exceeds (ii) the sum (the "Total Available Net Assets") of the Maximum Available Net Assets (as defined in Section 9.4) of each Guarantor and each Borrower, in the aggregate, then (without prejudice to the Obligations of each of the Borrowers under this Agreement with respect to Loans or other extensions of credit made under this Agreement to it) the Guarantor Obligations of each Guarantor and each Borrower shall be limited to the greater of (x) the Total Available Net Assets and (y) the value received by such Guarantor or such Borrower in connection with the incurrence of the Guarantor Obligations to the greatest extent such value can be determined; and

(b) if, but for the operation of this Section 9.3(b) and notwithstanding Section 9.3(a), the Guarantor Obligations of any Guarantor or any Borrower hereunder otherwise would be subject to avoidance under Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, taking into consideration such Guarantor's or such Borrower's (i) rights of contribution, reimbursement and indemnity from the Borrowers and the other Guarantors with respect to amounts paid by such Guarantor or such Borrower in respect of the Obligations (including pursuant to Section 9.4) (calculated so as to reasonably maximize the total amount of obligations able to be incurred hereunder), and (ii) rights of subrogation to the rights of the Secured

Parties, then the Guarantor Obligations of such Guarantor or such Borrower shall be the largest amount, if any, that would not leave such Guarantor or such Borrower, after the incurrence of such obligations, insolvent or with unreasonably small capital within the meaning of Section 548 of the Bankruptcy Code or any applicable state law relating to fraudulent conveyances or fraudulent transfers, or otherwise make such obligations subject to such avoidance.

Any Person asserting that the Guarantor Obligations of such Guarantor or such Borrower are subject to Section 9.3(a) or are avoidable as referenced in Section 9.3(b) shall have the burden (including the burden of production and of persuasion) of proving (a) the extent to which such Guarantor Obligations, by operation of Section 9.3(a), are less than the Obligations of the Borrowers owed to the Secured Parties or (b) that, without giving effect to Section 9.3(b), such Guarantor's or such Borrower's Guarantor Obligations hereunder would be avoidable and the extent to which such Guarantor Obligations, by operation of Section 9.3(b), are less than such Obligations of the Borrowers, as the case may be.

Section 9.4 Contribution Rights, Etc. In order to provide for just and equitable contribution, indemnity and reimbursement among the Guarantors and any other Obligors, including the Borrowers, in connection with the execution of this Guaranty, the Obligors have agreed among themselves that if any Obligor satisfies some or all of the Obligations (a "Funding Obligor"), the Funding Obligor shall be entitled to contribution, indemnity or reimbursement, as applicable, from the other Obligors that have positive Maximum Available Net Assets (as defined below) for all payments made by the Funding Obligor in satisfying the Obligations, so that each Obligor that remains obligated under this Guaranty or any other guaranty or otherwise for the Obligations at the time that a Funding Obligor makes such payment, without regard to the making of such payment (a "Remaining Obligor"), and that has a positive Maximum Available Net Assets, shall bear a portion of such payment equal to the percentage that such Remaining Obligor's Maximum Available Net Assets bears to the aggregate Maximum Available Net Assets of all Obligors that have positive Maximum Available Net Assets, provided that no Remaining Obligor's obligation to make such contribution, indemnity or reimbursement payments hereunder shall exceed an amount equal to the Maximum Available Net Assets of such Remaining Obligor.

As used herein, "Available Net Assets" means, with respect to any Obligor, the amount, as of the respective date of calculation, by which the sum of a Person's assets (including subrogation, indemnity, contribution, reimbursement and similar rights that the Obligor may have, but excluding any such rights in respect of the Guarantor Obligations), determined on the basis of a "fair valuation" or their "fair saleable value" (whichever is the applicable test under Section 548 and other relevant provisions of the Bankruptcy Code and the relevant state fraudulent conveyance or transfer laws), is greater than the amount that will be required to pay all of such Person's debts, in each case matured or unmatured, contingent or otherwise, as of the date of calculation, but excluding liabilities arising under this Guaranty or, in the case of each Borrower, the liabilities arising from the joint and several liability of such Borrower with respect to Loans or other extensions of credit made under this Agreement to each other Borrower and excluding, to the maximum extent permitted by Applicable Law with the objective of avoiding rendering such Person insolvent, liabilities subordinated to the Obligations arising out of loans or advances made to such Person by any other Person, and

“Maximum Available Net Assets” means, with respect to any Obligor, the greatest of the Available Net Assets of such Obligor calculated as of the following dates: (A) the date on which such Person becomes an Obligor, and (B) each date on which such Obligor expressly reaffirms this Guaranty.

Each Guarantor and Borrower shall be deemed to expressly reaffirm the guaranty provided for in this Article IX upon each borrowing of a Loan and automatically, without further action, upon each delivery by the Administrative Borrower of financial statements required pursuant to Section 5.1(a). The meaning of the terms “fair valuation” and “fair saleable value” and the calculation of assets and liabilities shall be determined and made in accordance with the relevant provisions of the Bankruptcy Code and applicable state fraudulent conveyance or transfer laws.

ARTICLE X **MISCELLANEOUS**

Section 10.1 No Waiver; Cumulative Remedies. No failure or delay on the part of the Agent, any Lender or any other Secured Party in exercising any right, power or remedy under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under the Loan Documents. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by law.

Section 10.2 Amendments, Requested Waivers, Etc. No amendment, modification, termination or waiver of any provision of any Loan Document or consent to any departure by any Obligor therefrom shall be effective unless the same shall be in writing and signed by the Administrative Agent and the Required Lenders; provided that no amendment, modification, termination, waiver or consent shall do any of the following unless the same shall be in writing and signed by the Administrative Agent and each Lender directly affected thereby:

- (a) increase the Commitments;
- (b) reduce the amount of any principal of or interest, premium or fees due on or in respect of the Loans other fees payable to the Lenders;
- (c) postpone any date fixed for any scheduled payment of principal of or interest, premium or fees due on or in respect any outstanding Loan or other fees payable to the Lenders hereunder (for the avoidance of doubt, mandatory prepayments pursuant to Section 2.9(a) may be postponed, delayed, waived or modified with the consent of the Required Lenders);
- (d) release any material Guaranty or the pledge of any Equity Interest in any Subsidiary under any Loan Document, other than a release of such Guaranty or pledge of such Equity Interest to permit divestiture of the relevant Subsidiary permitted by this Agreement or specifically approved by the Required Lenders;
- (e) any change in the superpriority status of the Obligors’ obligations;

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- (f) other than as permitted by Section 8.18(a)(i), release Agent's Lien in all or substantially all of the Collateral;
 - (g) change the definition of "Required Lenders"; or
 - (h) amend this Section 10.2 or any other provision of this Agreement requiring the consent or other action of the Required Lenders or all Lenders.

Any waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on any Borrower in any case shall entitle any Borrower to any other or further notice or demand in similar or other circumstances.

If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender directly affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Administrative Agent may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is satisfactory to the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an assignment and assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of Section 8.12, unless waived by the Administrative Agent and the Administrative Borrower and (ii) the Administrative Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, and (2) an amount, if any, equal to the payment (in excess of the face value of the principal amount) which would have been due to such Lender on the day of such replacement had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

Section 10.3 Notices and Distributions.

(a) Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under the Loan Documents shall be in writing and delivered to the applicable parties at their respective addresses set forth on Schedule 10.3, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 10.3. All such notices, requests, demands and other communications, shall be effective upon actual delivery if hand delivered, or shall be effective when sent by nationally recognized overnight mail courier or delivery service, or if sent by email or PDF, when sent, in each case addressed as aforesaid, except that notices or requests to the Agent, any Lender, or any other Secured Party pursuant to any of the provisions of Article II shall not be effective until received by the Agent, such Lender, or such other Secured Party.

(b) Each Obligor agrees that the Administrative Agent may (but shall not be required to) make any materials delivered by such Obligor to the Administrative Agent, as well as, but not limited to, any amendments, waivers, consents, and other written information, documents, instruments and other materials relating to any Group Member, or any other materials or matters relating to this Agreement, the other Loan Documents, the ABL DIP Credit Documents, the Related Transactions or any of the transactions contemplated hereby or thereby (collectively, the “Communications”) available to the Secured Parties by posting such notices on an electronic delivery system (which may be provided by the Administrative Agent, an Affiliate, or any Person that is not an Affiliate of the Administrative Agent), such as IntraLinks®, or a substantially similar electronic system that requires passwords for access and takes other customary measures with respect to confidentiality and security (the “Platform”) all of which shall be at the cost and expense of the Obligors. Each Obligor acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Platform is provided “as is” and “as available” and (iii) neither the Administrative Agent nor any of its Affiliates represents or warrants the accuracy, completeness, timeliness, sufficiency or sequencing of the Communications posted on the Platform. The Administrative Agent and its Affiliates expressly disclaim with respect to the Platform any liability for errors in transmission, incorrect or incomplete downloading, delays in posting or delivery, or problems accessing the Communications posted on the Platform and any liability for any losses, costs, expenses or liabilities that may be suffered or incurred in connection with the Platform. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Affiliates in connection with the Platform.

(c) Each Secured Party party hereto agrees that notice to it (as provided in the next sentence) (a “Notification”) specifying that any Communication has been posted to the Platform shall for purposes of this Agreement constitute effective delivery to such Secured Party, as applicable, of such information, documents or other materials comprising such Communication. Each Secured Party party hereto agrees (i) to notify, on or before the date such Secured Party becomes a party to this Agreement, the Administrative Agent in writing of such Secured Party’s e-mail address to which a Notification may be sent (and from time to time thereafter to ensure that the Administrative Agent has on record an effective e-mail address for such Secured Party) and (ii) that any Notification may be sent to such e-mail address.

Section 10.4 Expenses.

(a) Agent Expenses. Any action taken by any Obligor under or with respect to any Loan Document, even if required under any Loan Document or at the request of any Secured Party, shall be at the expense of such Obligor, and no Secured Party shall be required under any Loan Document to reimburse any Group Member therefor except as expressly provided therein. The Borrowers will reimburse the Agent for all Agent Expenses, such reimbursement to be made (a) on the Closing Date, in the case of all Agent Expenses incurred on or prior to the Closing Date (unless waived by the Agent), and (b) promptly following request for reimbursement, in the case of other Agent Expenses. The obligations of the Obligors under this Section 10.4 shall survive termination of this Agreement and the discharge of the Obligations.

(b) Lender Expenses. The Borrowers shall pay (i) all reasonable out-of-pocket expenses of the Lenders (x) associated with the preparation, negotiation, execution and delivery of the term sheet relating to the Loan Documents and associated with the preparation, negotiation, execution, delivery and administration of the Loan Documents and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of counsel) and (y) incurred by the Lenders in connection with the Chapter 11 Cases, including charges of counsel to the steering committee of holders of the 2011 Convertible, Subordinated Debentures incurred in connection with the objection to the Bayside debtor-in-possession credit facility on January 30, 2013; and (ii) all out-of-pocket expenses of the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Loan Documents.

Section 10.5 Costs and Expenses; Indemnification. In addition to the payment of Agent Expenses pursuant to Section 10.4, each Borrower agrees to indemnify, defend and hold harmless the Agent, each Lender, each other Secured Party and each of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, successor corporations, and all present and future officers, directors, employees, attorneys and agents (the "Indemnitees"), from and against (i) any Environmental Liability, or any other Liability to which any Indemnitee may be subjected as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any Hazardous Substance by any Group Member or with respect to any property owned, leased or controlled by any Group Member, (ii) any and all transfer taxes, documentary taxes, recording taxes, assessments or charges made by any Governmental Authority (excluding income or gross receipts taxes) by reason of the execution and delivery of this Agreement and the other Loan Documents, the recording or filing of any Mortgage or other Loan Document, the Agent's Lien in any Collateral, or the making of any Loans, and (iii) any and all Liabilities of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel) in connection with any investigative, administrative or judicial proceedings, whether or not such Indemnitee shall be designated a party thereto, or with any other matter, in each case which may be imposed on, incurred by or asserted against such Indemnitee, in any manner relating to or arising out of or in connection with, (w) the Commitments, the making or maintaining of any Loans, the entering into of this Agreement or any other Loan Documents, any Obligation (or the repayment thereof), the Agent's Lien in any Collateral, or the use or intended use of the proceeds of the Loans, or any securities filing of, or with respect to, any Group Member, (x) any commitment letter, proposal letter or term sheet with any Person or any contractual obligation, arrangement or understanding with any broker, finder or consultant, in each case entered into by or on behalf of any Group Member or any Affiliate of any of them in connection with any of the foregoing and any contractual obligation entered into in connection with any Platform, (y) any actual or prospective investigation, litigation or other proceeding, whether or not brought by any such Indemnitee or any of its Related Persons, any holders of its securities or its creditors (and including attorneys' fees in any case), whether or not any such Indemnitee, Related Person, holder or creditor is a party thereto, and whether or not based on any securities or commercial law or regulation or any other Requirement of Law or theory thereof, including common law,

equity, contract, tort or otherwise, or (z) any other act, event or transaction related, contemplated in or attendant to any of the foregoing. If any investigative, judicial or administrative proceeding arising from any of the foregoing is brought against any Indemnitee, upon request of such Indemnitee, the Administrative Borrower, or counsel designated by the Administrative Borrower and satisfactory to the Indemnitee, will resist and defend such action, suit or proceeding to the extent and in the manner directed by the Indemnitee, at the Borrowers' sole cost and expense. Each Indemnitee will use its commercially reasonable efforts to cooperate in the defense of any such action, suit or proceeding. If the foregoing undertaking to indemnify, defend and hold harmless may be held to be unenforceable because it violates any law or public policy, the Borrowers shall nevertheless make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities contemplated hereby which is permissible under Applicable Law. Each of the Group Members hereby releases, acquits, and forever discharges the Agent, each of the Lenders, and each other Secured Party, and each of and every past and present affiliates, officers, directors, agents, servants, employees, representatives and attorneys of the Agent, the Lenders and the other Secured Parties, from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which any Group Member may have or claim to have now or which may hereafter arise out of or connected with any act of commission or omission of the Indemnitees (except, as to each Indemnitee, to the extent arising solely out of the gross negligence, fraud or willful misconduct of such Indemnitee as finally determined by a non-appealable judgment of a court of competent jurisdiction) including, without limitation, any claims, liabilities or obligations arising with respect to the this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. The provisions of this Section 10.5 shall be binding upon each of the Group Members and shall inure to the benefit of the Agent, the Lenders and the other Secured Parties and each of the past and present affiliates, officers, directors, agents, servants, employees, representatives and attorneys of the Agent, the Lenders and the other Secured Parties. The obligations of the Obligor under this Section 10.5 shall survive termination of this Agreement and the discharge of the Obligations.

Section 10.6 Execution in Counterparts. This Agreement and other Loan Documents may be executed in any number of counterparts, each of which when so executed and delivered (including by PDF or facsimile transmission, which shall be as effective as delivery of a manually executed counterpart hereof) shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 10.7 Governing Law; Jurisdiction; Waiver of Jury Trial; Waiver of Special, Direct, or Consequential Damages.

(a) Governing Law. The Loan Documents shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent the law of any other jurisdiction applies as to the perfection or enforcement of the any security interest in any Collateral (to the extent collateral security is granted with respect to the Obligations) and except to the extent expressly provided to the contrary in any Loan Document.

(b) Jurisdiction. The Obligors, the Agent and the Lenders hereby irrevocably submit to the exclusive jurisdiction and venue of the Bankruptcy Court and any state or federal court of the United States sitting in the State of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents, and the Obligors, the Agent and the Lenders hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. The Obligors, the Agent and the Lenders hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Obligor agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 10.7(b) shall affect the right of the Agent or any Lender to serve legal process in any other manner permitted by law or affect the right of the Agent or any Lender to bring any action or proceeding against any Group Member or the property of any Group Member (including the Collateral) in the courts of other jurisdictions.

(c) WAIVER OF JURY TRIAL. THE OBLIGORS, THE LENDERS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

(d) Special, Indirect or Consequential Damages. In no event shall any Indemnitee be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings), unless resulting solely and directly from the gross negligence, fraud or willful misconduct of such Indemnitee as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Each Obligor hereby waives, releases and agrees (and shall cause each other Group Member to waive, release and agree) not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 10.8 Integration: Inconsistency. This Agreement, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document (other than the Intercreditor Agreement) is inconsistent with or conflicts with a comparable or similar provision appearing in this Agreement, the comparable or similar provision in this Agreement shall govern.

Section 10.9 Agreement Effectiveness. This Agreement shall become effective upon delivery of fully executed counterparts hereof to each of the parties hereto.

Section 10.10 Advice from Independent Counsel. The parties hereto understand that this Agreement is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and that it is satisfied with its legal counsel and the advice received from it.

Section 10.11 Binding Effect; No Assignment by Borrower; Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the Obligors, the Lenders, the Agent and their respective successors and assigns; provided, however, no Obligor may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of the Administrative Agent and all Lenders.

Section 10.12 Confidentiality. The Agent and each Lender shall hold all non-public information regarding the Group Members and their businesses obtained by the Agent or such Lender pursuant to the requirements hereof in accordance with the Agent's or such Lender's customary procedures for handling confidential information of such nature, it being understood and agreed by each Group Member that, in any event, the Agent and each Lender may make (i) on a confidential basis, disclosures of such information to Affiliates of such Lender or the Agent and to their respective agents and advisors (and to other Persons authorized by a Lender or the Agent to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 10.12), (ii) disclosures of such information reasonably required by any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of or in any Loans or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to any Group Member and its obligations (provided, such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 10.12 or other provisions at least as restrictive as this Section 10.12), (iii) disclosure to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential information relating to the Group Members received by it from the Agent or any Lender, (iv) disclosures in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents, and (v) disclosures required or requested by any Governmental Authority or representative thereof or pursuant to legal or judicial process; provided, unless specifically prohibited by Applicable Law or court order, each Lender and the Agent shall make reasonable efforts to notify the Administrative Borrower of any request by any Governmental Authority or representative thereof (other than any such request in connection with any examination of the financial condition or other routine examination of such lender by such Governmental Authority) for disclosure of any such non-public information prior to disclosure of such information. In addition, notwithstanding the above, U.S. Bank (or any successor thereto as Agent) and its Affiliates (but, subject to the foregoing, not any other Lenders or their Affiliates) may disclose the existence of the Loan Documents and the information about the Loan Documents to any Person.

(a) Each Group Member shall, and shall cause its Affiliates to, (i) [reserved] and (ii) take all reasonable actions necessary to prevent Schedule 1.1.1 to this Agreement from becoming publicly available, including, without limitation, filing such Schedule 1.1.1 under seal; provided that notwithstanding the foregoing, any Group Member may make disclosures of such information (x) to its accountants, legal counsel and other advisors

provided that such Persons are informed of the confidentiality of such information and agree to keep such information confidential at least to the same extent as is required hereby, or (y) as required or requested by any Governmental Authority or representative thereof or pursuant to legal or judicial process or as required by Applicable Law (subject to the obligation in clause (ii) above to file Schedule 1.1.1 under seal); provided that, unless specifically prohibited by Applicable Law, each Group Member shall make reasonable efforts to notify the Administrative Agent of any request by any Governmental Authority or representative thereof for disclosure of any such confidential information, and shall in any event, unless specifically prohibited by Applicable Law, notify the Administrative Agent of each public disclosure of any such information by a Group Member or any Affiliate thereof, together with the proposed text of such public disclosure, prior to disclosure of such information, and provide the Administrative Agent (at the direction of the Required Lenders) an opportunity to comment thereon, and will not in any such disclosure disclose more information than is mandatorily required to be disclosed under Applicable Law.

Section 10.13 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 10.14 Senior Debt. The Obligations are intended to be senior Debt, and not subordinated to any other senior Debt, or made *pari passu* with Debt that is subordinated to any other Debt, of any Obligor. The Obligations are deemed to be expressly designated and named as “Designated Senior Debt,” “Designated Senior Indebtedness,” “Senior Indebtedness” or similar terms for purposes of any present or future loan agreement, indenture, note issuance or purchase agreement or other document under which such a designation is applicable or available for senior Debt of any Obligor (including without limitation the 2011 Convertible Subordinated Debenture Indenture).

Section 10.15 Release of Carson-Dellosa Equity. Upon the consummation of a Carson-Dellosa Drag-Along Sale, the Collateral Agent shall release the Liens, securing the Obligations, on the Equity Interests in Carson-Dellosa Publishing, LLC that are Disposed of in such transaction, provided that (and only if) (x) all of the conditions set forth in Section 8.18(a)(ii) (including the requisite certification by the Administrative Borrower) have been satisfied with respect to such release, (y) the Liens on all of such Equity Interests securing the ABL DIP Credit Obligations are concurrently being released, and (z) 100% of the Net Cash Proceeds of such Carson-Dellosa Drag-Along Sale are immediately applied to prepay the Obligations in accordance with Section 2.9(a)(i).

Section 10.16 USA Patriot Act. Each Lender hereby notifies the Administrative Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “USA Patriot Act”), it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of such Borrower and other information that will allow such Lender to identify such Borrower in accordance with the USA Patriot Act.

Section 10.17 Administrative Borrower as Agent for Borrower. Each Borrower hereby irrevocably appoints Administrative Borrower as the borrowing agent and attorney-in-fact for all Borrowers. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (i) to provide Agent with all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. Each Borrower hereby jointly and severally agrees to indemnify each Indemnitee and hold each Indemnitee harmless against any and all liability, expense, loss or claim of damage or injury, made against the Indemnitees by any Obligor or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Collateral as herein provided, (b) the Indemnitees' relying on any instructions of Administrative Borrower, or (c) any other action taken by the Indemnitees hereunder or under the other Loan Documents, except that Borrowers will have no liability to the relevant Indemnitee under this Section 10.17 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, fraud or willful misconduct of such Indemnitee.

Section 10.18 Intercreditor Agreement. Agent and each Lender hereunder, by its acceptance of the benefits provided hereunder, (a) consents to the subordination of liens provided for in the Intercreditor Agreement, (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, and (c) authorizes and instructs the Agent to enter into the Intercreditor Agreement as Agent on behalf of each Lender. Agent and each Lender hereby agrees that the terms, conditions and provisions contained in this Agreement are subject to the Intercreditor Agreement and, in the event of a conflict between the terms of the Intercreditor Agreement and this Agreement or any of the Loan Documents, the terms of the Intercreditor Agreement shall govern and control.

Section 10.19 Conflict. In the event of a conflict between this Agreement and the Final Order, the Final Order shall govern.

[Signature Pages Follow]

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

BORROWERS:

SCHOOL SPECIALTY, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President and Chief Executive Officer

CLASSROOMDIRECT.COM, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

DELTA EDUCATION, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SPORTIME, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

CHILDCRAFT EDUCATION CORP.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

BIRD-IN-HAND WOODWORKS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP Agreement]

CALIFONE INTERNATIONAL, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

PREMIER AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

GUARANTORS:

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP Agreement]

INTRODUCTION

These Schedules (the "Schedules") are provided pursuant to the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), entered into by and among School Specialty, Inc., a Wisconsin corporation (the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc., a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers") and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc., and Sax Arts & Crafts, Inc., each a Delaware corporation, each as a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor thereunder and party thereto from time to time in accordance with Section 5.11 thereof (collectively, the "Guarantors"), each of the lenders appearing on the signature pages thereof, together with such other lenders as may from time to time become a party thereto pursuant to the terms and conditions of Article VIII thereof (collectively, the "Lenders"), and U.S. Bank National Association, a national banking association, in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"). Unless the context otherwise requires, capitalized terms used but not defined herein shall have the same meanings given to such terms in the Credit Agreement.

The Schedules are qualified in their entirety by reference to the specific provisions of the Credit Agreement and nothing in the Schedules is intended to broaden the scope of any representation, warranty, covenant or agreement contained in the Credit Agreement or to create any additional representation, warranty, covenant or agreement on the part of the Group Members. The section, subsection, paragraph or clause references set forth in the Schedules correspond to the applicable section, subsection, paragraph or clause set forth in the Credit Agreement.

The Schedules include certain items and information solely for informational purposes for the convenience of Lenders and the disclosure by the Group Members of any matter in the Schedules shall not be deemed to constitute an acknowledgment by the Group Members that the matter is required to be disclosed by the terms of the Credit Agreement or that the matter is material. If any Schedule discloses an item of information, the matter shall be deemed to have been disclosed in all other Schedules, notwithstanding the omission of an appropriate cross-reference to such other Schedules. Nothing in the Credit Agreement or herein constitutes an admission to any third party of any liability or obligation of the Group Members to any third party. No disclosure in the Schedules relating to any possible breach or violation of any agreement or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

Any summary or description of any law, contract, plan, document or other disclosure item contained in the Schedules, including any term or provision of the Credit Agreement, is for convenience only and does not purport to be a complete statement of the material terms of such law, contract, plan, document or other disclosure item, and any such summary or description is

qualified in its entirety by the actual language, terms and provisions of such law, contract, plan, document or other disclosure item. All references herein to any agreement, document, instrument or report shall be deemed to be a reference to such agreement, document, instrument or report, including all attachments, supplements, statements of work and amendments thereto, in its entirety. Any attachments hereto and the contents of each agreement, document, instrument and report referred to in the Schedules shall be deemed incorporated by reference into the Schedules in their entirety.

Headings have been inserted on the sections of the Schedules for convenience of reference and for informational purposes only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Credit Agreement. All information and disclosures contained herein are made as of the date of the Credit Agreement.

The Group Members' representations and warranties contained in Article IV of the Credit Agreement are the product of negotiations among the parties thereto and are solely for the benefit of the Lenders. Consequently, the Group Members' representations and warranties in Article IV of the Credit Agreement may not be relied upon by persons other than the parties thereto as characterizations of actual facts or circumstances as of the date of the Credit Agreement or as of any other date. Except as otherwise expressly provided therein, the Credit Agreement may only be enforced by the parties thereto.

Schedule 1.1.1 – Commitments

<u>Fund Name</u>	<u>Total Commitment Amount</u>
Blue Cross of California	\$ 1,762,000.00
Catholic Mutual Relief Society of America	127,000.00
Catholic Mutual Relief Society Retirement Plan and Trust	123,000.00
Catholic Relief Insurance Company of America	167,000.00
Century National Insurance Company	1,317,000.00
Deseret Healthcare Employee Benefits Trust	48,000.00
Deseret Mutual Retiree Medical & Life Plan Trust	52,000.00
Deseret Mutual Employee Pension Trust	675,000.00
Dow Retirement Group Trust	548,000.00
Lockheed Martin Corporation Master Retirement Trust	12,415,000.00
National Railroad Retirement Investment Trust	2,107,000.00
Protective Insurance Company	36,000.00
CenturyLink, Inc. Defined Benefit Master Trust (High Yield)	1,519,000.00
CenturyLink, Inc. Defined Benefit Master Trust	2,016,000.00
Sagicor Life Insurance Company	218,000.00
StarVest Convertible Securities Fund, Ltd.	60,000.00
Teachers' Retirement System of the City of New York	1,040,000.00
Virginia Retirement System	6,962,000.00
Virginia Retirement System (High Yield)	6,170,000.00
Wellmark Inc.	766,000.00
Wellmark of South Dakota Inc.	230,000.00
Zazove Aggressive Growth Fund, L.P.	5,308,000.00
Zazbond Master LLC	1,083,000.00
Zazove Convertible Securities Fund, Inc.	1,616,000.00
Zazove High Yield Convertible Securities Fund, L.P.	1,004,000.00
Edgewood Commercial Village, LLC	532,000.00
Glenbrook Partners LP	2,222,000.00
Stuart Sagan Family Trust	206,000.00
The Zissis Family Trust	532,000.00
Wolverine Flagship Fund Trading Limited	13,514,031.75
J. Goldman Master Fund, L.P.	13,464,825.40
Steel Excel Inc.	21,727,095.94
Davis Appreciation and Income Fund	10,726,984.13
Shelby Cullom Davis Charitable Fund, Inc.	337,555.56
Scoggin International Fund, Ltd.	3,882,208.43
Scoggin Capital Management II LLC.	3,882,208.43
Scoggin Worldwide Fund, Ltd.	1,941,104.22
AG Oncon, LLC	5,576,719.58
AG Ofcon, LTD	2,788,359.79
Hudson Bay Distressed Master Fund LLC.	12,161,390.14
DG Value Partners II Master Fund, L.P.	1,595,104.86
DG Value Partners, L.P.	1,221,382.65
Special Situations LLC	1,751,692.38
Special Situations X LLC	1,695,320.87

Fund Name	Total Commitment Amount
Q Opportunity Fund, Ltd.	2,952,380.95
Bulwark Bay Investment Group	3,936,507.94
Anson Catalyst Master Fund LP	984,126.98
TOTAL:	\$155,000,000.00

Schedule 4.1 – Permits

Domestic and Foreign Entity Filings Jurisdictions:

School Specialty, Inc.

Alabama

Arizona

Arkansas

California

Connecticut

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Mexico

New Jersey

New York

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

South Carolina

Tennessee

Texas

Virginia

Washington

West Virginia

Wisconsin

Premier Agendas, Inc.

Alabama

Alaska

Arizona

California

Colorado

Connecticut

Hawaii

Idaho

Illinois

Indiana

Iowa

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

Delta Education, LLC

Delaware

Alabama

California

Illinois

Indiana

Louisiana

Massachusetts

New Hampshire

New York

Texas

Sportime, LLC

Delaware

California

Colorado

Georgia

Mississippi

New York

Childcraft Education Corp.

Arizona

California

Connecticut

Florida

Massachusetts

New York

Pennsylvania

Tennessee

Wyoming

Sax Arts & Crafts, Inc.

Delaware

Filing Jurisdictions:

Frey Scientific, Inc.

Delaware

ClassroomDirect.com, LLC

Delaware

Alabama

Indiana

Califone International, Inc.

Delaware

California

Bird-in-Hand Woodworks, Inc.

New Jersey

Pennsylvania

Select Agendas, Corp.

Nova Scotia

Contractor Licenses:

School Specialty, Inc.

Arizona

Arkansas

California

Idaho

Idaho

Iowa

Louisiana

Montana

New Jersey

New Mexico

North Dakota

Oregon

Washington

Schedule 4.4 – Group Members (including subsidiaries and joint ventures)

Part A

<u>Entity</u>	<u>Tax ID</u>	<u>State of Domicile</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>
School Specialty, Inc.	39-0971239	Wisconsin	151,000,000	19,178,949
ClassroomDirect.com, LLC	47-0892425	Delaware	N/A	1 member share
Childcraft Education Corp.	13-5619818	New York	3,000,000	1,000
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	2,500	5
Frey Scientific, Inc.	39-1953771	Delaware	3,000	100
Sportime, LLC	22-3476939	Delaware	N/A	100
Sax Arts & Crafts, Inc.	39-1956436	Delaware	100	100
Premier Agendas, Inc.	33-0481380	Washington	1,000,000	11,200
Select Agendas, Corp	HFX9927	Canada	100,000	1,000
Califone International, Inc.	56-2003579	Delaware	1,000	100
Delta Education, LLC	52-2328764	Delaware	N/A	100
Premier School Agendas, Ltd.	126517564	Canada	Unlimited	100
Carson – Dellosa Publishing, LLC	27-0645872	Delaware	N/A	3,500 Units

The outstanding shares or membership interests of all entities are 100% owned by School Specialty, Inc., with the exception of (i) Bird-in-Hand Woodworks, Inc., which is 100% owned by Childcraft Education Corp. and (ii) Carson – Dellosa Publishing, LLC in which School Specialty, Inc. owns 35% of the Equity Interests in such party.

Schedule 4.4 – Group Members

Part B

Long-Term Debt

3.75% Convertible Subordinated Notes due 2026, issued 2011

<u>Stock Option Plans</u>	<u>Shares Outstanding</u>
School Specialty, Inc. 1998 Stock Incentive Plan	184,200
School Specialty, Inc. 2002 Stock Incentive Plan	929,870*
School Specialty, Inc. 2008 Equity Incentive Plan	1,427,675^
Inducement Stock Option Grants	330,000

* 2002 Plan 778,725 Stock options; 151,145 Non-vested restricted stock units

^ 2008 Plan 1,264,675 Stock options; 163,000 Non-vested restricted stock units

Schedule 4.4 – Group Members

Part C

Mergers:

AutoSkill International, Inc. (acquisition sub) liquidated into School Specialty 12/10/09.

Acquisitions:

11/30/2007 Sitton Spelling (Asset Acquisition directly by School Specialty, Inc.)

08/19/2009 AutoSkill International, Inc. (Asset Acquisition by School Specialty, Inc. acquisition sub)

03/23/2010 ThinkMath! Assignment and transfer of License Agreement and Inventory purchase directly by School Specialty, Inc.

04/04/2011 Telex (Bosch) product line (Asset Acquisition directly by Califone International, Inc.)

Schedule 4.5 Agreed Restricted Payments

None

Schedule 4.6 – Litigation

James Keller, James Hoff and Larry Ward vs. School Specialty, Inc. – This matter deals with a claim from for sales representatives regarding the classification of items and the marginal commission rates based upon that classification. School Specialty, Inc. anticipates its likely exposure will not exceed \$200,000. This claim is not covered by insurance. As of the closing this case is currently in the discovery stage with ongoing deposition.

Wilbert Scott Herman vs. School Specialty Inc., Case Number 37-2008-00092226-OU-PL-CTL, filed September 22, 2008 in the Superior Court of California, County of San Diego. Mr. Herman was a school teacher in California and was struck in the head by falling flagpole which was sold by the Parent but not designed or manufactured by the Parent. This is an insured product liability claim and the Parent’s deductible for products liability is \$50,000.

William J. Baker v. Childcraft Education Corp., et al., Sup. Ct. of NY, Chemung County, Case No. 2011-2089. William J. Baker, individually and on behalf of his infant daughter Jenna Baker, sued Childcraft Education Corp (a wholly owned subsidiary of School Specialty, Inc.) due to injuries allegedly suffered by Ms. Baker while at C.J.’s Country Kids Childcare Center, LLC, with a product allegedly sold by Childcraft. Mr. Baker also has named as defendants C.J.’s Country Kids Childcare and Gerald and Carolyn Welliver, the owners and operators of C.J.’s. Gallagher Bassett Services, through its Subsequent Detailed Status Report dated January 23, 2013, has set the liability reserve on this claim for School Specialty at \$200,000.

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000.

Redcay Industrial Development, III, LLC (“Redcay”) v. School Specialty, Inc., U.S. Dist. Ct. E.D. PA, Case No. 12-CV-7074. Redcay leased a warehouse in Mt. Joy, Pennsylvania to SSI for 20 years, ending on January 1, 2025. Pursuant to the terms of the lease, if SSI’s credit rating adversely changes during the term of the lease, and that change impairs Redcay’s ability to obtain financing or increases the costs of financing, SSI’s rent increases by the resulting costs and expenses incurred by Redcay. Redcay claims that SSI’s credit rating went down, and Redcay was unable to refinance the property at a substantially lower interest rate. Redcay seeks a declaratory judgment that SSI owes more rent under the lease or, in the alternative, Redcay seeks damages for breach of contract for over \$100,000 of additional rent annually.

Serenity McArthur v. Sportime, LLC, et al., Cal. Sup. Ct., Eldorado County, Case No. PC20120634. Ms. McArthur, a minor, claims that while she was at the Boys and Girls Club of Eldorado County Western Slope (the “Boys and Girls Club”), a resistance band manufactured and sold by Sportime wrapped around her neck, causing her to fall and injure herself. She also has named as defendants Black Oak Mine Unified School District and the Boys and Girls Club. She seeks compensatory and punitive damages against Sportime, based on theories of strict products liability and failure to warn.

Innovatio IP Ventures, LLC – claims to own some 20 patents in the field of wireless networking technology. Innovatio has notified School Specialty that Innovatio believes School Specialty requires a license under Innovatio’s patents in order to permit users and visitors at any School

Specialty location to use wireless technology to exchange information, including access to the Internet. To date, the company is still gathering information to respond substantively, and has discussed the matter with Innovatio's counsel to a limited extent. Regarding the Innovatio IP Ventures, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$250,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

Landmark Technology, LLC – claims to own U.S. Patent Nos. 5,576,951, 6,289,319 and 7,010,508 relating to transaction processes and features used in many electronic commerce systems including structures which exchange business data among trading partners. Landmark has notified School Specialty that Landmark believes School Specialty requires a license under these patents. To date, the company is still gathering information to respond substantively, and has discussed the matter with Landmark's counsel to a limited extent. Regarding the Landmark Technology, LLC claim, which is not at the litigation stage, we estimate the exposure to be less than \$200,000. We believe that we have a significant chance of prevailing in the event that this is litigated. These claims are not covered by insurance.

JFJ Toys d/b/a D&L Company and D&L's owner, Fred Ramirez – claims to own trademark registrations for STOMP and STOMP ROCKET for use with toy air rockets. D&L has claimed that School Specialty's (Sportime's) sale of the STOMP-N-LAUNCH BALL LAUNCHER is a trademark infringement. Sportime has removed the product from its web sites and catalogs, and has changed the name of its product to STEP-N-LAUNCH BALL LAUNCHER, but there is still some older product in the pipelines. The company expects the matter to be resolved soon without payment of money to D&L.

S&S Worldwide, Inc. – claims to own a trademark registration for GATOR SKIN for use in connection with certain children's play ball products. S&S has claimed that School Specialty's use, in connection with its TechnoSkin ball products, of "Compare our quality and our prices with Gatorskin and all other 'cheap' balls. We know ours is the best value and higher quality." is pejorative and deceptively false. The referenced phrase appears in School Specialty's catalogs only, and not on its web site. School Specialty plans to remove the referenced phrase from future catalogs. The company expects the matter to be resolved soon without payment of money to S&S.

The Hubbard Company – claims to own a trademark registration for WARD and design, for use in connection with lesson plans, class records and assignment and attendance notebooks, and is a former supplier of these products to School Specialty. Hubbard claims that some of School Specialty's web sites, including Hammond & Stephens, Learning Outlet, Classroom Direct and School Specialty Canada, are using images and item numbers of Hubbard products, but shipping products from other companies, and claims that such activities are acts of trademark infringement and unfair competition. School Specialty has changed the images of the products shown in its Education Essentials catalog and on its web site, and has changed the item numbers used, and has informed Hubbard of these changes. The company expects the matter to be resolved soon without payment of money to Hubbard.

Barry Traub – is a former employee of the Sportime unit. Mr. Traub has claimed that, after Mr. Traub's separation from Sportime, Sportime adopted some of his product ideas, and has not complied with its termination agreement with him regarding payment for those ideas. The matter is not yet at the litigation stage, and the company believes the matter will be resolved with a payment, if any, of less than \$30,000.

Carson-Dellosa Publishing, LLC (“CD”) a limited liability company of which School Specialty, Inc. (“SSI”) owns a 35% equity interest has through their counsel of Schell Bray PLLC noticed SSI in a letter dated January 3, 2012 that CD alleges that SSI “may have breached and may be contemplating further breaches of the noncompetition provisions set forth in Section 14.4. of the Operating Agreement (the “Noncompetition Provisions”). We are not attempting to describe comprehensively the depth and breadth of the Noncompetition Provisions in this letter. We do, however, wish to express concern about certain activities of SSI that may violate the Noncompetition Provisions.” No formal action has been taken at this time and SSI disputes this allegation.

Christine Liberti v. School Specialty, Inc., et al., U.S. Dist. Ct. D. N.J., Case No. 3:11 CV 06353 AET TJB. Ms. Liberti has sued School Specialty, Inc. for injuries she allegedly sustained when a hutch on her desk at work, allegedly sold by School Specialty, fell on her. She also has named as defendants Aramark, Office Furniture.com, Kathy Ireland Office by Martin, and Gilbert Martin Woodworking Company, Inc. She seeks compensatory and punitive damages, as well as attorney fees, based on a number of theories, including strict product liability, failure to warn, and fraud.

Natalie Zartarian and Araksi Zartarian have notified School Specialty, Inc. of a personal injury claim relating to a Spark Workshop training program. The Zartarians currently are pursuing workers compensation remedies, and they have not filed suit for any personal injury claims. While they had hired counsel and made a claim against School Specialty, Inc., their attorneys recently withdrew from the representation.

Brenda Hruska v. School Specialty, Inc., Wis. Dept. of Workforce Development, Case No. CR201203055. Ms. Hruska has filed a claim with the Wisconsin Department of Workforce Development, claiming discrimination based on a disability. After School Specialty terminated Ms. Hruska for falsifying time cards, Ms. Hruska claimed School Specialty failed to make reasonable accommodations for her disability.

William LaRue v. School Specialty, Inc., Pennsylvania Human Relations Commission, Case No. 846 2011 59586, and U.S. Equal Opportunity Commission, Case No. T1119546. Mr. LaRue filed claims with both the Pennsylvania Human Relations Commission and the U.S. EOC for racial discrimination, following his termination. The state administrative proceeding has been closed, but Mr. LaRue still has time to appeal.

The Center for Environmental Health, a private watchdog association, has contacted School Specialty, Inc. pursuant to a potential claim of violation of California Proposition 65. According to the association, School Specialty produces and/or sells foam-cushioned pads for infants and children to lie on that contain a flame retardant, TDCPP, a potentially carcinogenic chemical. The association further alleges that the products contain no clear and reasonable warning regarding same. These products are manufactured by respective third parties, and merely resold by the School Specialty. If any resolution is necessary, School Specialty will require the manufacturers to take the steps required by the resolution.

Schedule 4.8 – Taxes

1. The State of New York raised a potential issue regarding consolidated versus separate returns in the State of New York. However, no official notice of assessment has been received. Potential exposure is estimated at \$500,000 plus accrued interest. No reserve has yet been established.
2. The Florida Department of Revenue issued a Notice of Proposed Assessment (received on January 28, 2013) related to a sales/use tax audit of School Specialty, Inc. and Subsidiaries for the periods September 1, 2008 through August 31, 2011. The proposed assessment is for approximately \$320,000 which includes additional tax, interest and penalties. The Company estimates the actual exposure to be closer to \$50,000. It appears certain supporting documents were not reflected in the auditors proposed assessment. As such, this proposed assessment will be disputed.
3. The IRS issued a Notice of Intent to Levy, dated January 21, 2013, relating to unpaid taxes of School Specialty, Inc. for the tax period ending December 31, 2009. The alleged amount owed is \$2,489.15. School Specialty is investigating this claim.
4. Massachusetts Department of Revenue has examination dispute with School Specialty, Inc. on its Massachusetts Corporate Excise Tax Returns for the periods of FY 2002, 2003, and 2004. The anticipated exposure on this examination is approximately \$157,000 plus interest the full amount of which has been properly reserved on the books of School Specialty, Inc.
5. The Louisiana Department of Revenue has completed a desk audit of School Specialty's tax returns for F'08 through F'12. The department is proposing tax adjustments in F'11 and F'12 in the amounts of \$5,552 and \$2,985, respectively. This proposal is related to adjustments in the franchise tax base for items such as intercompany receivables and deferred taxes.

Schedule 4.9 – Letters of Credit

<u>LC#</u>	<u>Bank</u>	<u>Beneficiary</u>	<u>02/13/2013</u>
03078027	Bank of America	EOS Acquisition LLC	\$ 18,472.33
627484	JPMorgan	Employers Insurance	\$ 250,000.00
IS0017464U	Wells Fargo	Capitol Indemnity Corporation	\$ 72,000.00
5183	Comerica	DEI CSEP Inc.	\$ 700,000.00
5184*	Comerica	Travelers Casualty	\$ 755,000.00
IS0017461U*	Wells Fargo	Travelers Casualty	\$ 755,000.00
IS0023050U	Wells Fargo	Berkley Regional Ins Co	\$ 2,000,000.00
IS0017457U	Wells Fargo	Sentry Insurance	\$ 900,000.00
			<u>\$ 5,450,472.33</u>

* The \$755,000.00 letter of credit will be outstanding in duplicates for period not to exceed 30 days. This newly issued letter of credit has been required by Travelers Casualty.

Schedule 4.10 – ERISA Plans

School Specialty, Inc. 401(k) Plan

School Specialty, Inc. Welfare Benefit Plan which is a form of cafeteria plan which provides for health insurance, dental insurance, life insurance, disability insurance, vision insurance, tuition reimbursement and other miscellaneous benefits.

Schedule 4.11 – Material Contracts

Part A

Premier School Agendas, Ltd. and School Specialty, Inc. have an oral understanding causing journal entries to be made on the books of each whereby the Autoskill related services provided by Premier School Agendas, Ltd. to School Specialty, Inc. are reimbursed at cost plus a 10% markup.

Part B

1. FOSS agreement

Agreement between the Regents of the University of California and Encyclopedia Britannica Educational Corporation dated September, 1995.

- Amendment No. 1, dated April 17, 1996.
- Amendment No. 2, dated May 2, 1997.
- Amendment No. 3, dated February 7, 2000.
- Amendment No. 4, dated 2001.
- Amendment No. 5, dated May 14, 2003.
- Amendment No. 6, dated March 6, 2007.
- Amendment No. 7, dated January 1, 2008.

Agreement between the Regents of the University of California and Delta Education Inc. dated October 31, 1997.

- Amendment No. 1, dated July 31, 2001.
- Amendment No. 2, dated May 14, 2003.
- Amendment No. 3, dated September 1, 2004.
- Amendment No. 4, dated January 1, 2009.

2. Franklin Covey agreement

License Agreement among Franklin Covey Co., a Utah corporation, Premier Agendas, Inc., a Washington corporation, and Premier School Agendas Ltd. Agenda Scolaire Premier Ltee, a corporation incorporated under the Canadian Business Corporation Act dated November 13, 2001.

Part C None

Schedule 4.12 Environmental Compliance

Consent Agreement and Final Order regarding Califone International Inc. and the United States Environmental Protection Agency regarding listing of antimicrobial agents in the production of headphones. Docket No. FIFRA-09-2010-0002 a copy of which has been provided to the Administrative Agent.

Microbial growth at the School Specialty, Inc.'s property at 1156 Four Star Drive, Mount Joy, PA, as more fully described in the Limited Microbial, Legionella and IAQ Survey Closing Report, dated May 3, 2012, by Proac Corporation.

Childcraft Education Corp. has been identified as a responsible party for the costs of investigating and cleanup of contamination at the Berkley Products Company site, Akron Borough and West Earl Township, Pennsylvania, as more fully described in a December 17, 2012 letter from the Pennsylvania Department of Environmental Protection. The total amount due under this matter was \$1,078.55 which was paid by School Specialty, Inc. on February 1, 2013.

The Center for Environmental Health, a private watchdog association, has contacted School Specialty, Inc. pursuant to a potential claim of violation of California Proposition 65. According to the association, School Specialty produces and/or sells foam-cushioned pads for infants and children to lie on that contain a flame retardant, TDCPP, a potentially carcinogenic chemical. The association further alleges that the products contain no clear and reasonable warning regarding same. These products are manufactured by respective third parties, and merely resold by the School Specialty. If any resolution is necessary, School Specialty will require the manufacturers to take the steps required by the resolution.

Schedule 4.14(a) – Owned and Leased Real Estate

Part A

Owned Property

Salina, Kansas Distribution Center owned by School Specialty, Inc.

Address: 3525 S. Ninth Street
Salina, KS 67401

Leased Property

101 Almgren Drive, Agawam, MA 01001

3825 S Willow Avenue, Fresno, CA 93722

W6316 Design Drive, Greenville, WI 54942

1156 Four Star Drive, Mount Joy, PA 17552

100 Paragon Parkway, Mansfield, OH 44903

625 Mount Auburn Street, Cambridge, MA

80 Northwest Boulevard, Nashua, NH 03063

3031 Industry Drive, Lancaster, PA 17603

1145 Arroyo Avenue, San Fernando, CA 91340

3175 Northwoods Parkway, Norcross, GA 30071

1845 North Airport Road, Fremont, NE 68026

2000 Kentucky Street, Bellingham, WA 98226

400 Sequoia Drive, Bellingham, WA 98226

438 Camino Del Rio South, San Diego, CA 92108

109 W. Commercial Street, East Rochester, NY 14445

2007 – 2019 Iowa Street, Bellingham, WA 98226

555 Legget Drive, Ottawa, Ontario K2K 2X3 (AutoSkill)

6800 Cote de Liesje Saint Lavrent, Quebec H4T 2A7 (Select)

20230 64th Avenue, Langley, British Columbia V2Y IN3 (Premier Select Agendas, Ltd.)

Part B

625 Mount Auburn Street, Cambridge, MA

Lease executed May 1, 2003 by and between Prospectus, LLC, and Delta Education, LLC, a Delaware Limited Liability Company.

First lease extension by and between Prospectus, LLC, and Delta Education, LLC, a Delaware Limited Liability Company.

Amendment to Lease executed as of the 12th day of September, 2007 by and between KBS realty Advisors, LLC and Delta Education, LLC.

Second Amendment to Lease made and effective as of the 6th day of August, 2012 by and between 625 Mount Auburn Street, L.L.C. and Delta Education, LLC

80 Northwest Boulevard, Nashua, NH

Sublease is made and entered into as of the 9th day of August, 2001, by and between Delta Education, Inc. (Sub-landlord) and Delta Education, LLC (Subtenant).

Lease agreement dated as of June 4, 1998 between CRICNASH-NH Trust, a Delaware business trust, and Delta Education Inc., a New Hampshire corporation.

1845 North Airport Road, Fremont, NE

Third Amendment to lease made and effective as of the 20th day of December, 2010 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin Corporation.

Second Amendment to Lease made and effective as of the 7th day of May, 2007 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin corporation.

First Amendment to Lease effective as of the 1st day of May, 2007 to amend the Lease to document that the rental rates under the First Extension Term are effective July 1, 2007 even though the actual First Extension Term does not begin until July 1, 2008.

Lease Agreement of Lease made and effective as of the 1st day of July, 2003 by and between Roger D. Pannier and Pamela S. Pannier and School Specialty, Inc., a Wisconsin corporation.

Lease Agreement made this 30th day of June, 1998 by and between Roger D. Pannier and Pamela S. Pannier, husband and wife, and School Specialty, Inc., a Delaware Corporation.

438 Camino Del Rio South, San Diego, CA 92108

Amendment to Lease dated October 28, 2002 between United Hansel Inc. and School Specialty Inc. (SPARK).

Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.

Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Amendment to Lease dated October 28, 2002 between United Hansel, Inc., and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated.
Lease between United Hansel, Inc., a California corporation and School Specialty, Inc., a Wisconsin corporation, DBA Sportime, LLC dated October 28, 2002.

3825 S. Willow Ave., Fresno CA 93722.

Amendment to Lease dated December 5, 2008 by and between School Specialty, Inc. as Tenant and JBPOps, LP as successor to One-Eight Investments, Inc. as Landlord.

Lease Agreement entered into on July 20, 1999 by and between School Specialty, Inc. as Tenant and One-Eight Investments, Inc. as Landlord.

101 Almgren Dr., Agawam, MA 01001

The property was sublet in its entirety by School Specialty, Inc. under a Sublease entered into on December 31, 2004 by and between Vaupell Holdings, Inc. as Sublessee and School Specialty, Inc. as Sublessor.

The interest of the Landlord was assigned to Four Cities Partners, Ltd. on November 21, 2001.

Lease Agreement entered into on November 3, 2000 by and between School Specialty, Inc., as Tenant and Agawam SSI, L.L.C. as Landlord.

100 Paragon Parkway, Mansfield, OH 44903

Amendments by Lustbader-Ruskin Investments, the Lessor and School Specialty, Inc. the Lessee on June 6, 2008 and on October 31, 2008.

The Lessor's sole member interest was assigned from Mesirow Realty Sale-Leaseback, Inc. to Lustbader-Ruskin Investments on January 11, 2002.

Lease Agreement entered into on November 3, 2000 by and between School Specialty, Inc. as Lessee and SSI Mansfield, L.L.C. as Lessor.

3175 Northwoods Parkway, Norcross, GA 30071

Lease Agreement entered into November 2, 2009, by and between Northwoods Investors, LLC, A Delaware Limited Liability Company as Landlord and School Specialty, Inc., a Wisconsin corporation.

3031 Industry Drive, Lancaster, PA 17601

Revised summary sheet dated September 13, 2007. This revised summary sheet cancels the previous summary sheet for the period of January 1, 2003 thru December 31, 2007.

Revised summary sheet dated September 22, 2003. This revised summary sheet cancels the previous summary sheet for the period of January 1, 1998 thru December 31, 2002.

Lease Agreement entered into January 1, 2003, by and between Benjamin H. Herr a & Elizabeth B. Herr, as Landlord and Childcraft Education Corp., as Tenant.

Revised summary sheet dated October 26, 2012. Revised summary sheet cancels and replaces the previously effective summary sheet.

W6316 Design Drive, Greenville, WI 54942

Amendment entered into on February 12, 2007 by and between School Specialty, Inc. as Tenant and Calumet Village Partners, LLP as Landlord.

Amendment entered into on May 15, 2001. This amendment assigned the Landlord's interest to Calumet Village Partners, LLP. This amendment was entered into by and between School Specialty, Inc. as Tenant and Calumet Village Partners, LLP as Landlord.

Lease Agreement entered into on December 2000 by and between School Specialty, Inc., as Tenant and Stephen A. Winter and Teresa E. Winter as Landlord.

1156 Four Star Drive, Mount Joy, PA 17552

Amendment entered into on April 30, 2004 by and between Redcay Industrial Development, III, LLC, a Pennsylvania Limited Liability Company, as Landlord and School Specialty, Inc., a Wisconsin corporation as Tenant.

Lease entered into on April 9, 2004 by and between Redcay Industrial Development, III, LLC, a Pennsylvania Limited Liability Company, as Landlord and School Specialty, Inc., a Wisconsin corporation as Tenant.

1145 Arroyo Avenue, San Fernando, CA 91340

Amendment entered into April 5, 2012, by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

Lease entered into June 25, 2005, by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

Second Amendment entered into July 31, 2012 by and between CPF SAN FERNANDO, LLC, a Delaware Limited Liability Company as Landlord and School Specialty, Inc. a Wisconsin corporation and Califone International, Inc., a Delaware corporation collectively the Tenant.

400 Sequoia Drive, Bellingham, WA 98226

Amendment entered into November 1, 2008, by and between COMCAST of Washington IV, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Amendment entered into June 11, 2007, by and between COMCAST of Washington IV, Inc. f/k/a TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Amendment entered into March 22, 2005, by and between COMCAST of Washington IV, Inc. f/k/a TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

Sublease entered into June 4, 2002, by and between TCI CABLEVISION of Washington, Inc. as Sub-landlord and Premier Agendas, Inc. as Sub-tenant.

2000 Kentucky Street, Bellingham, WA 98226

Lease Extension Agreement entered into January 19, 2011, by and between The Harvey Partnership, a Washington partnership, as Lessor and Premier Agendas, Inc. d/b/a Premier Graphics as Lessee.

Lease entered into April 2, 1996, by and between The Harvey Partnership, a Washington partnership, as Lessor and Premier Agendas, Inc. d/b/a Premier Graphics as Lessee.

Schedule 4.14(b) – Lease Defaults

Part A

None

Part B

None

Schedule 4.14(c) – Eligible Inventory Locations

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
1156 Four Star Drive, Mount Joy, PA 17552
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 — 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
438 Camino Del Rio South, San Diego, CA 92108

Inventory held by Processors and Agents

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206
Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096
RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210

School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.
Taylor, TX 76574

Property Owner:

Taylor CPB Property LLC
3500 W 75th St, Suite 200
Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC
481 Great Plain Ave.
Needham, MA 02492-3728

[Print Partner locations](#)

Premier Print Partner Plants

CDS
2661 S. Pacific Hwy.
Medford, OR 97501

And

Dock #3
2603 S. Pacific Hwy
Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule 4.15 – Deposit Accounts and Securities Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
School Specialty, Inc.	Operating	JPMorgan Chase	*
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
Bird in Hand	Disbursement	JPMorgan Chase	
School Specialty, Inc.	Payroll	JPMorgan Chase	
Califone	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	
School Specialty, Inc.	Flex Spending	JPMorgan Chase	
School Specialty, Inc. (d/b/a SPARK)			
	Working Fund	JPMorgan Chase	
Califone	Credit Card Depository	JPMorgan Chase	
Delta Education	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)			
	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	School Specialty/LB Depository	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
Califone International, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	
Premier Agendas, Inc.	Depository	JPMorgan Chase	*
Califone International, Inc.	Depository	Wells Fargo Bank	*

School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Concentration	JPMorgan Chase	*
School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Depository	Comerica	**
School Specialty, Inc.	Depository	JPMorgan Chase	**
School Specialty, Inc.	Depository	Bank of America	**

* Control agreements in effect for these accounts

** Accounts which are utilized to collateralize letters of credit. It is assumed that these will be eventually replaced with a Wells Fargo account and corresponding letters of credit.

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Bank of America
112 East Holly Street
Bellingham, WA 98225
(360) 676-2816

Wells Fargo Bank
21255 Burbank Blvd., Suite 110
Woodland Hills, CA 91367
Peggy Knox (818) 595-3961

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
Premier School Agendas, Ltd.	Lockbox Depository	JPMorgan Chase	
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
Premier School Agendas, Ltd.	Disbursement-Payables	JPMorgan Chase	
Premier School Agendas, Ltd.	Credit Card Depository	JPMorgan Chase	
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
School Specialty, Inc.	Lockbox and Disbursements	JPMorgan Chase	
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Schedule 4.16A – Labor Complaints, Etc.

Please see the Hruska and LaRue claims identified on **Schedule 4.6 – Litigation**.

Schedule 4.16B – Union Matters

None

Schedule 4.17 – Relevant Jurisdictions

Filing Jurisdictions:

School Specialty, Inc. – Wisconsin

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

3825 S. Willow Avenue
Fresno, CA 93722

1156 Four Star Dr.
Mount Joy, PA 17552

100 Paragon Pkwy
Mansfield, OH 44903

3175 Northwoods Parkway
Norcross, GA 30071

438 Camino Del Rio South
San Diego, CA 92108

625 Mount Auburn St
Cambridge, MA

Premier Agendas, Inc. – Washington

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

2000 Kentucky St.
Bellingham, WA 98226

2007 — 2019 Iowa Street
Bellingham, WA 98226

400 Sequoia Drive, Suite 200
Bellingham, WA 98226

1845 N. Airport
Fremont, NE 68026

Delta Education, LLC — Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other locations

80 Northwest Blvd
Nashua, NH 03063

109 W. Commercial St.
East Rochester, NY 14445

Sportime, LLC — Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Childcraft Education Corp. – New York

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Sax Arts & Crafts, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Bird-In-Hand Woodworks, Inc. – New Jersey

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

3031 Industry Drive
Lancaster, PA 17603

Califone International, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

1145 Arroyo Ave
San Fernando, CA

ClassroomDirect.com, LLC – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

None

Frey Scientific, Inc. – Delaware

Chief Executive Office and office of books, records and senior management

W6316 Design Drive
Greenville, WI 54942

Other location

None

Select Agendas, Corp. – Nova Scotia

Chief Executive Office and office of books, records and senior management

6800 Chemin de la Cote-de-Liesse
St-Laurent, Quebec H4T 2A7

Other location

None

Premier School Agendas, Ltd. –

Chief Executive Office and office of books, records and senior management

20230 64th Avenue
Langley, BC V2Y-1N3

Other location

None

SCHEDULE 4.18**to****CREDIT AGREEMENT (BAYSIDE)****Patents**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
BIN AND BAY SHELVING AND STORAGE UNIT	United States			D437,706	02/20/01	Granted	Childcraft Education Corp
DUAL SURface BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted	School Specialty, Inc.
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	Granted	Childcraft Education Corp
COAT RACK AND STORAGE UNIT	United States			D436,263	01/16/01	Granted	Childcraft Education Corp
ROLLING BIN	United States			D423,171	04/18/00	Granted	Childcraft Education Corp
ART TABLE	United States			D423,254	04/25/00	Granted	Childcraft Education Corp
ROOM DIVIDER	United States			D423,825	05/02/00	Granted	Childcraft Education Corp
HANDLES IN A PAIR OF SWINGING DOORS	United States			D429,097	08/08/00	Granted	Childcraft Education Corp
TOY REFRIGERATOR HAVING AN ACTIVITY SURface	United States	09/479,004	01/07/00	6171173	01/09/01	Granted	Childcraft Education Corp
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06			Published	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Granted	Childcraft Education Corp
CHAIR	United States			D470,320	02/18/03	Granted	Childcraft Education Corp

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
CHAIR	United States			D471,730	03/18/03	Granted	Childcraft Education Corp
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted	School Specialty, Inc.
METHOD OF TEACHING READING	Canada		12/01/00	2327241	06/10/08	Granted	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Granted	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Granted	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Granted	Childcraft Education Corp

United States Trademarks

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
1 ST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC	School Specialty, Inc.	Pending		85/739,308		26-Sep-2012
ABC	School Specialty, Inc.	Pending		85/744,810		03-Oct-2012
ABC	School Specialty, Inc.	Pending		85/752,878		12-Oct-2012
ABC	School Specialty, Inc.	Pending		85/758,695		19-Oct-2012
ABC	School Specialty, Inc.	Pending		85/764,916		26-Oct-2012
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
ABILITATIONS	Sportime, LLC	Registered	1741976	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		Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
AUTOSKILL	School Specialty, Inc.	Pending		85/440,105		05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
BASE TEN FRIES	Delta Education, LLC	Registered	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146		25-Jul-1995	

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
BECKLEY CARDY & Design	School Specialty, Inc.	Registered	3444300	77/262,873	10-Jun-2008	23-Aug-2007
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CATT	School Specialty, Inc.	Pending		85/600,067		17-Apr-2012
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267		06-Mar-2001	
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089		16-Dec-2003	
CLASSROOM SELECT	School Specialty, Inc.	Registered	3162946	75/811,427	24-Oct-2006	28-Sep-1999
CLASSROOM SELECT & Design	School Specialty, Inc.	Registered	3350057	78/846,980	04-Dec-2007	27-Mar-2006
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT — AREA VOCABULARY BUILDER	School Specialty, Inc.	Published		85/053,659		03-Jun-2010
CVB CONTENT — AREA VOCABULARY BUILDER	School Specialty, Inc.	Registered	4140407	85/976,429	08-May-2012	13-Feb-2012

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
DECIMAL DOG	Delta Education, LLC	Registered	2368405		18-Jul-2000	
DECIMAL DOG	Delta Education, LLC	Registered	2837853		04-May-2004	
DELTA CIRCUITWORKS	Delta Education, LLC	Registered	2923833		01-Feb-2005	
DELTA EDUCATION	Delta Education, LLC	Registered	2812356		10-Feb-2004	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672		08-Aug-2000	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043		18-Apr-2000	
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		20-Jul-1993	
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		25-May-2004	
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	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617		05-Jun-2001	
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616		05-Jun-2001	
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810		19-Jun-2001	
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886		20-Nov-2001	
DIAL-A-TIME	Delta Education, LLC	Registered	2456424		29-May-2001	
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	
DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995		19-Oct-1999	
EPS	School Specialty, Inc.	Registered	2292730		16-Nov-1999	
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714		28-Sep-1999	
EPS —CL16	School Specialty, Inc.	Registered	2279489		21-Sep-1999	
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181		07-Sep-1999	
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
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
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004
GO WORKBOOK	Premier Agendas, Inc.	Registered	3117882	78/277,792	18-Jul-2006	23-Jul-2003

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
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
HEXAGONOES	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
HUSH BUDDY	Califone International, Inc.	Published		85/389,616		04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Pending		85/627,761		17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Pending		85/627,763		17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
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
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483		21-Sep-1999	
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
MATH TUNE-UPS	Delta Education, LLC	Registered	2605461		06-Aug-2002	
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
ODYSSEY	Califone International, Inc.	Registered	4,287,561	85/354,383	12-Feb-2013	23-Jun-2011
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
PATH DRIVER	School Specialty, Inc.	Pending		85/654,564		18-Jun-2012
PATH DRIVER FOR MATH	School Specialty, Inc.	Pending		85/566,908		12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,326		19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Pending		85/566,906		12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,328		19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010
PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
PREMIER OTMP SKILL-BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691		07-Mar-2000	
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
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, Inc.	Pending		85/736,959		09-24-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	06-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	06-Dec-2011	13-Oct-2010
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992
S.P.I.R.E. (SPIRE)	School Specialty, Inc.	Registered	2048906		01-Apr-1997	
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
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	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 LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010
SCHOOL SPECIALTY ONLINE (Design)	School Specialty, Inc.	Registered	3437742	78/628,899	27-May-2008	12-May-2005
SCHOOL SPECIALTY THE POWER OF TEACHING. THE						
WONDERS OF LEARNING, & Design	School Specialty, Inc.	Registered	3007875	78/331,687	18-Oct-2005	21-Nov-2003
SCHOOL SPECIALTY WEXPLORE	School Specialty, Inc.	Registered	3926476	77/787,848	01-Mar-2011	23-Jul-2009

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SCIENCE IN A NUTSHELL	Delta Education, LLC	Registered	2370886		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SITTON SPELLING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913		09-Jun-1998	
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
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	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
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, Inc.	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
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862		03-Jul-2001	
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	Sax Arts & Crafts, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
ULTRA PLUS	School Specialty, Inc.	Registered	2730228	76/302,139	24-Jun-2003	20-Aug-2001
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012
VERSA TEMP	Sax Arts & Crafts, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC (MISCELLANEOUS DESIGN ONLY)	School Specialty, Inc.	Registered	3024505	78/331,716	06-Dec-2005	21-Nov-2003

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
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 Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4,273,401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178		14-Sep-1999	
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	Sax Arts & Crafts, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982
YOU FOCUS ON ACHIEVEMENT, WE FOCUS ON YOU	School Specialty, Inc.	Registered	3687338	77/598,309	22-Sep-2009	22-Oct-2008

Trademarks other than in the United States

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
ABC	Canada Childcraft Education Corp	Registered	737538	1310677	03-Apr-2009	26-Jul-2006
ABILITIES	Canada Sportime, LLC	Registered	747940	1331474	17-Sep-2009	16-Jan-2007

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
ACADEMY OF MATH	Canada School Specialty, Inc.	Registered	TMA614425	1123254	08-Jul-2004	26-Nov-2001
ACADEMY OF READING	Canada School Specialty, Inc.	Registered	TMA553660	1049743	13-Nov-2001	08-Mar-2000
AGENDA MATE	Canada Premier Agendas, Inc.	Registered	TMA405655	689907	27-Nov-1992	19-Sep-1991
AGENDAS DESIGN	Canada Premier Agendas, Inc.	Registered	TMA651657	1173815	27-Oct-2005	27-Oct-2005
AUTOSKILL	Canada School Specialty, Inc.	Pending		1568321		12-Mar-2012
AUTOSKILL	Canada School Specialty, Inc.	Registered	TMA393997	673829	07-Feb-1992	16-Jan-1991
AUTOSKILL & Design	Canada School Specialty, Inc.	Registered	TMA415136	673830	06-Aug-1993	16-Jan-1991
BASIC BASICS	Canada Premier Agendas, Inc.	Registered	TMA500824	843311	17-Sep-1998	17-Sep-1998
BIRD IN HAND WOODWORKS & Design	Canada Childcraft Education Corp.	Registered	TMA843,105	1513321	12-Feb-2013	31-Jan-2011
BIRD-IN-HAND	Canada Childcraft Education Corp	Registered	TMA837,636	1513319	04-Dec-2012	31-Jan-2011
CALIFONE	Canada Califone International, Inc.	Registered	TMA153506	297477	06-Oct-1967	02-Jun-1966
CANADIAN TO THE CORE	Canada Premier Agendas, Inc.	Registered	TMA607353	1166086	08-Apr-2004	08-Apr-2004
CATCHBALL	Germany Select Service & Supply Co. In	Registered	2069111		27-Jun-1994	31-Oct-1993
CHILDCRAFT	Canada Childcraft Education Corp	Registered	656137	1242177	06-Jan-2006	29-Dec-2004

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CLASSROOM DIRECT & design	Canada Classroom Direct.com LLC	Registered	790151	1434680	09-Feb-2011	15-Apr-2009
CLASSROOM SELECT & Design	Canada School Specialty, Inc.	Pending	TMA835,328	1500927	30-Oct-2012	25-Oct-2010
CLASSROOM SELECT Horizontal Logo	Canada School Specialty, Inc.	Pending	TMA835,312	1500934	30-Oct-2012	25-Oct-2010
COMPASS FOR CAMPUS	Canada Premier Agendas, Inc.	Registered	TMA579787	1070625	23-Apr-2003	23-Apr-2003
CVB CONTENT — AREA VOCABULARY BUILDER	Canada School Specialty, Inc.	Registered	TMA829,324	1485406	07-Aug-2012	16-Jun-2010
DELTA EDUCATION & Design	Canada Delta Education, LLC	Registered	733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	Canada Delta Education, LLC	Registered	746955	1319222	03-Sep-2009	06-Oct-2006
DISCOVER AGENDA	Canada Premier Agendas, Inc.	Registered	TMA585899	1119643	23-Jul-2003	23-Jul-2003
EARLY CHILDHOOD DIRECT	Canada Bird-In-Hand Woodworks, Inc	Registered	599487	1050895	15-Jan-2004	15-Mar-2000
EDUCATION ESSENTIALS	Canada School Specialty, Inc.	Registered	654482	1230486	06-Dec-2005	16-Sep-2004
EPS	Canada School Specialty, Inc.	Registered	TMA557,206		31-Jan-2002	31-Jan-2002
EPS	Canada School Specialty, Inc.	Registered	TMA551,753		28-Sep-2001	
EPS	Canada School Specialty, Inc.	Registered	TMA550,546		10-Sep-2001	10-Sep-2001
EPS	Canada School Specialty, Inc.	Registered	790904	1446509	16-Feb-2011	29-Jul-2009
EPS	Canada School Specialty, Inc.	Registered	TMA558,743		04-Mar-2002	04-Mar-2002
FREY CHOICE	Canada School Specialty, Inc.	Registered	796468	1451837	02-May-2011	15-Sep-2009

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
FREY SECURE	Canada School Specialty, Inc.	Registered	796480	1451833	02-May-2011	15-Sep-2009
FREY SELECT	Canada School Specialty, Inc.	Registered	796481	1451834	02-May-2011	15-Sep-2009
GO WORKBOOK	Canada Premier Agendas, Inc.	Registered	647913	1209178	13-Sep-2005	10-Mar-2004
HABITS OF SUCCESS	Canada Premier Agendas, Inc.	Registered	TMA563006	1070623	04-Jun-2002	04-Jun-2002
HELPING EDUCATORS ENGAGE AND INSPIRE						
STUDENTS OF ALL AGES AND ABILITIES TO LEARN	Canada School Specialty, Inc.	Registered	758568	1403756	02-Feb-2010	17-Jul-2008
IF I PLAN TO LEARN I MUST LEARN TO PLAN	Canada Premier Agendas, Inc.	Registered	TMA434047	731407	30-Sep-1994	30-Sep-1994
INCOMMAND PRO	Canada Premier Agendas, Inc.	Pending		1,600,152		29-Oct-2012
INQUIRY INVESTIGATIONS & Design	Canada Delta Education, LLC	Registered	826611	1508615	19-Jun-2012	20-Dec-2010
INTEGRATIONS	Canada Sportime, LLC	Registered	636598	1167511	01-Apr-2005	14-Feb-2003
INTEGRATIONS	Germany Sportime, LLC	Registered	30454687	30454687.9	17-Mar-2005	24-Sep-2004
INTEGRATIONS	United Kingdom Sportime, LLC	Registered	2369512	2369512	08-Apr-2005	30-Jul-2004
LEARNING OUTLET	Canada School Specialty, Inc.	Pending		1550251		01-Nov-2011
MAKING CONNECTIONS	Canada School Specialty, Inc.	Registered	748126	1388573	18-Sep-2009	25-Mar-2008
MISCELLANEOUS DESIGN	Canada School Specialty, Inc.	Registered	724639	1218515	26-Sep-2008	28-May-2004
NATURE'S IMPRESSIONS	Canada School Specialty, Inc.	Registered	785621	1422392	21-Dec-2010	18-Dec-2008
ONTRAC	Canada Premier Agendas, Inc.	Published		1429126		26-Feb-2009

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
OTMP	Canada Premier Agendas, Inc.	Pending		1,602,421		14-Nov-2012
PATH DRIVER	Canada School Specialty, Inc.	Pending		1,586,716		18-Jul-2012
PATH DRIVER FOR MATH	Canada School Specialty, Inc.	Pending		1,586,714		18-Jul-2012
PATH DRIVER FOR READING	Canada School Specialty, Inc.	Pending		1,586,715		18-Jul-2012
PORTFOLIO	Canada School Specialty, Inc.	Registered	TMA823596	1483658	08-May-2012	03-Jun-2010
PREMIER COMPASS AGENDA	Canada Premier Agendas, Inc.	Registered	TMA579786	1070604	23-Apr-2003	23-Apr-2003
PREMIER GO PROGRAM	Canada Premier Agendas, Inc.	Registered	668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	Canada Premier Agendas, Inc.	Registered	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP	Canada Premier Agendas, Inc.	Pending		1,602,437		28-Nov-2012
PREMIER OTMP CURRICULUM	Canada Premier Agendas, Inc.	Pending		1,602,425		14-Nov-2012
PREMIER OTMP PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,423		14-Nov-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,435		14-Nov-2012
PREMIERCAMPUS	Canada Premier Agendas, Inc.	Registered	799733	1433020	10-Jun-2011	31-Mar-2009
PRIMA VUE	Canada Premier Agendas, Inc.	Registered	TMA569651	1089539	25-Oct-2002	25-Oct-2002
PROJECTS BY DESIGN	Canada School Specialty, Inc.	Registered	805134	1448868	24-Aug-2011	20-Aug-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Canada Premier Agendas, Inc.	Pending		1,600,748		09-Nov-2012

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
READ AND DISCOVER	Canada Premier Agendas, Inc.	Registered	TMA627127	1200255	01-Dec-2004	01-Dec-2004
SCHOOL SMART	Canada School Specialty, Inc.	Registered	734412	1269559	13-Feb-2009	23-Aug-2005
SCHOOL SMART & Design	Canada School Specialty, Inc.	Registered	739508	1269561	06-May-2009	23-Aug-2005
SCHOOL SPECIALTY	Canada School Specialty, Inc.	Registered	715934	1331578	04-Jun-2008	17-Jan-2007
SCHOOL SPECIALTY LITERACY AND INTERVENTION	Canada School Specialty, Inc.	Registered	TMA823587	1491322	08-May-2012	05-Aug-2010
SCHOOL SPECIALTY ONLINE & Design	Canada School Specialty, Inc.	Registered	765953	1279025	06-May-2010	09-Nov-2005
SCHOOL SPECIALTY WEXPLORE	Canada School Specialty, Inc.	Registered	805811	1466160	31-Aug-2011	18-Jan-2010
SHOW AND SHARE	Canada Premier Agendas, Inc.	Registered	TMA625684	1200256	17-Nov-2004	17-Nov-2004
SMART PACK	Canada Premier Agendas, Inc.	Registered	TMA627128	1200254	01-Dec-2004	01-Dec-2004
SOLUTION SCOLAIRE	Canada School Specialty, Inc.	Registered	816276	1473175	26-Jan-2012	15-Mar-2010
SOLUTION SCOLAIRE & Design	Canada School Specialty, Inc.	Registered	808345	1482471	05-Oct-2011	25-May-2010
SPORDAS	Finland Select Service & Supply Co, In	Registered	127477		05-Aug-1993	
SPORDAS	France Sportime, LLC	Registered	92/442,446		12-Jun-1992	
SPORDAS	Germany School Specialty, Inc.	Registered	2075525		13-Jun-1992	
SPORDAS	Greece Sportime, LLC	Registered	111602		26-Nov-1992	
SPORDAS	Ireland Sportime, LLC	Registered	149159	149159	16-Jun-1992	16-Jun-1992

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORDAS	Norway Select Service & Supply Co, In	Registered	160551		09-Dec-1993	23-Oct-1992
SPORDAS	Portugal Sportime, LLC	Registered	284948	284948	24-Mar-1994	30-Jul-1992
SPORDAS	Sweden Select Service & Supply Co, In	Registered	249418		28-May-1993	
SPORDAS	Switzerland Sportime, LLC	Registered	518250	02804/2003	23-May-2003	23-May-2003
SPORDAS	United Kingdom Select Service & Supply Co, In	Registered		1503060	11-Jun-1992	11-Jun-1992
SPORDAS & Design	Benelux Sportime, LLC	Registered	519716	782031	17-Jun-1992	17-Jun-1982
SPORDAS (word mark)	Denmark Sportime, LLC	Registered	vr109531992		27-Nov-1992	
SPORDAS (word stylized)	Italy Sportime, LLC	Registered	992210		17-Jul-1992	17-Jul-1992
SPORTIME	Australia Sportime, LLC	Registered	A605437		25-Jun-1993	25-Jun-1993
SPORTIME	Brazil Sportime, LLC	Registered	817409459		01-Mar-1995	
SPORTIME	Canada Sportime, LLC	Registered	365972		23-Feb-1990	
SPORTIME	Canada Sportime, LLC	Registered	TMA565,487	1044355	02-Aug-2002	16-Apr-1998
SPORTIME	Israel Sportime, LLC	Pending	89910			18-Nov-1993
SPORTIME	Japan Sportime, LLC	Registered	3141032	5072198	30-Apr-1996	
SPORTIME	Korea, Republic of Sportime, LLC	Registered	7726	156466	03-Jul-2003	
SPORTIME	Mexico Sportime, LLC	Registered	493739	493739	10-Aug-1992	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORTIME	New Zealand Sportime, LLC	Registered	236174		20-Apr-1994	20-Apr-1994
SPORTIME	Panama Sportime, LLC	Registered	66973	66973	16-Mar-1995	16-Mar-1995
SPORTIME	Panama Sportime, LLC	Registered	66974	66974	16-Mar-1995	16-Mar-1995
SPORTIME	Singapore Sportime, LLC	Registered	T03/12522D	T03/12522D	15-Aug-2003	15-Aug-2003
SPORTIME	South Africa Sportime, LLC	Registered		93/10983	19-Nov-1993	
SPORTIME & Design	Singapore Sportime, LLC	Registered		T03/12525I	15-Aug-2003	15-Aug-2003
SPORTIME AND DESIGN	Singapore Sportime, LLC	Registered	T03/12524J	T03/12524J	15-Aug-2003	15-Aug-2003
SUR LA VOIE	Canada Premier Agendas, Inc.	Registered	776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	Canada Premier Agendas, Inc.	Registered	TMA823595	1498607	08-May-2012	05-Oct-2010
TIMETRACKER	Canada Premier Agendas, Inc.	Registered	TMA768,035	1167989	28-May-2010	17-Feb-2003
UGO365	Canada Premier Agendas, Inc.	Registered	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365	Canada Premier Agendas, Inc.	Pending		1495318		09-Sep-2010
VB TRAINER (Canada)	Sportime, LLC	Pending		1,609,766		1/14/2013
WEXPLORE	Canada School Specialty, Inc.	Registered	805814	1466159	31-Aug-2011	18-Jan-2010
WHERE THE CHILD COMES FIRST	Canada Childcraft Education Corp.	Pending		1568312		12-Mar-2012

Copyrights

ABC SCHOOL SUPPLY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
A B C School Supply, Inc.	ABC School Supply, Inc. ... catalog	TX0002189648	11/10/1987
A B C School Supply, Inc.	The Rainbow book of early learning materials	TX0002282947	2/16/1988
A B C School Supply, Inc.	ABC puts the whole world in your hands	TX0002189647	11/10/1987
ABC School Supply, Inc.	Parent lending library master guide AUTOSKILL	TX0004131135	9/12/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Autoskill, Inc.	Autoskill Autonetwork.	Txu001050042	9/25/2002
Autoskill, Inc.	Autoskill Autonetwork BV.	Txu001050040	9/25/2002
Autoskill, Inc.	Autoskill : component reading subskills testing and training program.	TX0001742632	1/27/1986
Autoskill, Inc.	Autoskill mathematics program (AMP) / written by Ernest James Foster, 1951-.	TX0003452231	6/30/1992
Autoskill, Inc.	Incomnet Autonetwork.	Txu001050041	9/25/2002
Autoskill, Inc.	Math program for ICON / Ernie Foster.	TX0003452232	6/30/1992
AutoSkill International, Inc.	Academy of reading.	TX0005151672	12/27/1999

BECKLEY CARDY

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalog IV, Early learning	TX0001691988	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials	TX0001686703	11/4/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III,	TX0001689863	11/4/1985
	Supplies/furniture/equipment/instructional materials.	TX0001689864	11/4/1985
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0002446722	12/8/1988
		TX0002446720	12/8/1988
		TX0002446718	12/8/1988
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0003296388	4/27/1992
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003296387	4/27/1992
		TX0003032681	2/20/91;
		TX0003092730	6/25/91;
		TX0003156360	10/17/91;
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003233655	1/29/92
		TX0002760468	3/5/90
		TX0002803169	4/24/90
		TX0002879561	8/29/90
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002959914	12/10/90
		TX0002491862	2/6/89
		TX0002539669	4/14/89
		TX0002654732	10/11/89
		TX0002669451	11/07/89
Beckley-Cardy, a subsidiary of Edgell Communications, Inc	Beckley Cardy : general catalog	TX0002462688	12/2/1988
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001691678	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001683069	11/4/1985
Edgell Communications, Inc.	Beckley Cardy : general catalog	TX0002745207	2/14/1990
Beckley-Cardy, Inc.	Create a classroom 1.0.	Pau002246021	8/12/1997

BRODHEAD GARRETT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002159275	10/1/1987
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0001261623	11/9/1983
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000872324	3/17/1982
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000476250	5/19/1980

CHILDCRAFT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation.	Childcraft : the growing years : [catalog].	TX0000677954	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677953	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677955	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677952	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677951	5/13/1981
Carol Mardell & Dorothea S. Goldenberg	Dial-R / [Carol D. Mardell-Czudnowski, Dorothea S. Goldenberg].	TX0001413417	6/29/1984
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001594689	3/15/1985
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001764298	3/26/1986
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002250405	2/1/1988
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002486090	2/1/1989
Carol Mardell-Czudnowski & Dorothea Goldenberg	DIAL-R activity card system : developmental tasks for school and home	TX0002634186	8/9/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Carol Mardell-Czudnowski and Dorothea S. Goldenberg	Dial-R for parents : activities for the child at home keyed to the Dial-R assessment kit	TX0002634081	8/15/1989
Childcraft Education Corporation	Childcraft—building minds and imaginations for the growing years : 1990	TX0002787251	3/13/1990
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0004140775	8/30/1995
Childcraft Education Corporation	Notice of grant security interest in copyrights	V3437D211	6/28/1999
Childcraft Education Corp	Earth and Space	SR0000611712	9/13/2007
Childcraft Education Corp	Inquiry	SR0000611715	9/13/2007
Childcraft Education Corp	Life Science	SR0000611714	9/13/2007
Childcraft Education Corp	Personal and Social Perspectives	SR0000611711	9/13/2007
Childcraft Education Corp	Physical Science	SR0000611710	9/13/2007
Childcraft Education Corporation	Let's get cooking! / by Margot Hammond.	TX0004742730	3/17/1998
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001594688	3/15/1985
		TX0002239795	8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297;	2/28/1986;
		TX0001889261	8/21/1986
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002124525	8/3/1987
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002009649;	2/24/1987 &
		TX0002124526	8/3/1987
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002326459;	2/8/1988;
		TX0002404103;	9/6/1988;
		TX0002404104;	9/6/1988;
		TX0002403577;	10/24/1988;
		TX0002407643;	10/24/1988
		TX0002407644	

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002319535; TX0002402995; TX0002404100; TX0002402994	2/8/1988; 9/6/1988; 9/6/1988; 9/6/1988
Childcraft Education Corporation	Childcraft west : the Growing Years, infants, early childhood, special ed. School catalog	TX0002486089	2/1/1989
Childcraft Education Corporation	Childcraft West—building minds and imaginations for the growing years : 1990	TX0002787252	3/13/1990
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002537376; TX0002515392; TX0002714983; TX0002714984; TX0002714985; TX0002714986; TX0002714987	2/15/1989; 2/15/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog	TX0002501249; TX0002501669; TX0002501670; TX0002701220; TX0002701219; TX0002701218; TX0002701216; TX0002701217	2/2/1989; 2/2/1989; 2/2/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989
Childcraft, Inc.	Childcraft : toys that teach : [catalog].	TX0002765767; TX0002765768; TX0002765769; TX0002765770	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft, Inc.	Just for Kids! : America's favorite children's catalog	TX0002765891; TX0002765766; TX0002765892; TX0002765893	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft Education Corp	Celebrate Science Physical Science Set	SR0000611710	9/13/2007

CPO SCIENCE

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Air rocket : curriculum resource guide : force, motion and energy.	TX0005661277	12/19/2002
CPO Science, a division of Delta Education, LLC	Atom building game : structure of the atom.	TX0005643457	12/19/2002
CPO Science, a division of Delta Education, LLC	Bathymetric map with land topography : [World]	VA0001264564	6/6/2004
CPO Science, a division of Delta Education, LLC	Car and ramp : force and motion.	TX0005643458	12/19/2002
CPO Science, a division of School Specialty	CPO Science Earth Science Investigation Manual.	TX0006947238	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Student Text Book.	TX0006939698	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Teacher Guide.	TX0006939695	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Electronic Book.	TX0006989877	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Examview Test Bank.	TX0006989236	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Investigation Manual.	TX0006941501	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Lesson Organizer.	TX0006989223	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	CPO Science Life Science Student Text Book.	TX0006940713	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Guide.	TX0006940703	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Resource CD.	TX0006989231	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teaching Illustrations.	TX0006989228	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Electronic Book.	TX0006989905	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Examview Test Bank.	TX0006989968	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Investigation Manual.	TX0006941513	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Lesson Organizer.	TX0006989897	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Student Text Book.	TX0006940658	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Guide.	TX0006940706	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Resource CD.	TX0006989965	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teaching Illustrations.	TX0006989941	4/14/2008
CPO Science, a division of Delta Education, LLC	Electric circuits : curriculum resource guide : electricity and circuits.	TX0005661281	12/19/2002
CPO Science, a division of Delta Education, LLC	Electric motor : electricity and magnetism.	TX0005643452	12/19/2002
CPO Science, a division of School Specialty	Focus on Earth Science Electronic Book.	TX0006933062	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Exam View Text Bank.	TX0006933640	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Investigation Manual.	TX0006933185	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Lesson Organizer.	TX0006933056	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Components CD.	TX0006933139	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Electronic Book.	TX0006933135	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Investigation Manual.	TX0006933174	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Student Text Book.	TX0006933192	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Student Textbook.	TX0006933199	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Guide.	TX0006933209	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Resource CD.	TX0006933072	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teaching Illustrations.	TX0006933084	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Electronic book.	TX0007195180	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Exam View Test Bank.	TX0007127016	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Investigation Manual.	TX0007126275	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Lesson Organizer.	TX0007194967	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Components CD.	TX0007194972	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Electronic Book.	TX0007194963	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Investigation Manual.	TX0007127021	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Student Text.	TX0007126303	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Student Text.	TX0007126309	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Guide.	TX0007126320	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Resource CD.	TX0007195159	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Physical Science Electronic Book.	TX0007132093	4/14/2008
CPO Science	Focus on Physical Science Teaching Illustrations.	TX0007162140	4/14/2008
CPO Science, a division of Delta Education, LLC	Foundations of physical science.	TX0006191850	6/13/2005
CPO Science, a division of School Specialty	Foundations of Physical Science 3 rd Edition Investigation Manual.	TX0007391167	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3 rd Edition Student Text Book.	TX0007391170	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3 rd Edition Teacher Guide.	TX0007391173	4/20/2011
CPO Science, a division of Delta Education, LLC	Foundations of physical science blackline masters.	TX0005801990	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science color teaching tools.	TX0005872256	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : electronic book.	TX0006172818	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science electronic book.	TX0005872257	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : ExamView test bank.	TX0005643760	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science investigations.	TX0006191699	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science : investigations / Tom Hsu.	TX0005659139	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : skill and practice worksheets.	TX0005659137	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : teacher's guide.	TX0005653856	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science / Tom Hsu.	TX0005659140	12/19/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science	Foundations of physical science with earth and space science : blackline masters.	TX0005817995	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science color teaching tools.	TX0005872258	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science electronic book.	TX0005872259	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : Exam View Test Bank.	TX0005817988	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : skill and practice worksheets.	TX0005817987	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science / Tom Hsu.	TX0005776361	6/6/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space studies / Tom Hsu.	TX0005800659	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical with earth and space science / Tom Hsu.	TX0005803829	8/15/2003
CPO Science, a division of Delta Education, LLC	Foundations of physics.	TX0006001517	6/6/2004
CPO Science, a division of School Specialty	Foundations of Physics 2 nd Edition Examview Test Bank.	TX0007388448	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2 nd Edition Investigation Manual.	TX0007388215	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2 nd Edition Student Text Book.	TX0007388362	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2 nd Edition Teacher Guide.	TX0007388274	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2 nd Edition Teacher Resource CD.	TX0007388430	4/26/2011
CPO Science, a division of Delta Education, LLC	Foundations of physics : electronic book.	TX0006052070	6/6/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Foundations of physics ExamView Test Bank.	TX0005993630	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : investigations / Tom Hsu.	TX0005913042	1/16/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : teacher's guide / Tom Hsu.	TX0005994977	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics / Tom Hsu.	TX0005836561	8/19/2003
CPO Science, a division of Delta Education, LLC	Gears and levers : curriculum resource guide : gears levers and rotating machines.	TX0005661280	12/19/2002
CPO Science, a division of Delta Education, LLC	Gravity drop : free fall and the gravity drop.	TX0005643454	12/19/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry ExamView test bank.	TX0005835009	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry investigations / Tom Hsu.	TX0005803522	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : skill and practice worksheets.	TX0005659138	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : teacher's guide / Tom Hsu.	TX0005659141	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry / Tom Hsu.	TX0005803523	12/20/2002
CPO Science	Integrated science : an investigative approach.	TX0006173600	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : electronic book.	TX0006166497	6/13/2005
CPO Science, a division of Delta Education, LLC	[Integrated science : an investigative approach exam view test bank]	TX0006172772	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : Investigations.	TX0006176273	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teacher's guide.	TX0006191851	6/13/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teachers support CD-ROM.	TX0006166495	6/13/2005
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science.	TX0005866196	9/19/2003
CPO Science, a division of Delta Education, LLC	Introduction to Earth and space science : investigations. / Tom Hsu.	TX0005817939	8/15/2003
on text; CPO Science, division of Delta Education, LLC	Introduction to Earth and space science / Tom Hsu.	TX0005776744	6/6/2003
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science / Tom Hsu.	TX0005786573	9/19/2003
CPO Science, a division of Delta Education, LLC	Light and optics : properties of light.	TX0005643451	12/19/2002
CPO Science, a division of Delta Education, LLC	Marble launcher : curriculum resource guide : projectile motion.	TX0005661278	12/19/2002
CPO Science, a division of Delta Education, LLC	Pendulum : harmonic motion.	TX0005643450	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic puzzle : chemistry and the elements.	TX0005643453	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic table tiles : curriculum resource guide : chemistry and the elements.	TX0005661279	12/19/2002
CPO Science, a division of Delta Education, LLC	Physics a first course.	TX0006141984	2/28/2005
CPO Science, a division of School Specialty.	Physics A First Course Electronic Book.	TX0007235289	4/16/2008
CPO Science, a division of Delta Education, LLC	Physics : a first course electronic book.	TX0006198516	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Examview Test Bank.	TX0007219868	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics A First Course Exam View Test Bank	TX0006183169	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Investigation Manual	TX0007219870	12/16/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Physics a first course investigations.	TX0006125083	2/24/2005
CPO Science, a division of School Specialty.	Physics A First Course Proplanner.	TX0007235275	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Student Text Book.	TX0007235140	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Teacher Guide.	TX0007219861	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics, a first course : teacher's guide / Tom Hsu.	TX0006208070	6/13/2005
CPO Science, a division of Delta Education, LLC	Physics : a first course teachers support CD Rom.	TX0006198517	6/13/2005
CPO Science, a division of Delta Education, LLC	Rollercoaster : energy and energy conservation.	TX0005643449	12/19/2002
CPO Science, a division of Delta Education, LLC	Ropes and pulleys : force, work and energy.	TX0005643456	12/19/2002
CPO Science, a division of Delta Education, LLC	Sound and waves : music, sound and waves.	TX0005643455	12/19/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry DVD series.	TX0005783473	12/20/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry video series.	TX0005783461	12/20/2002
CPO Science, a division of School Specialty.	CPO Science Earth Science Electronic Book.	TX0006937162	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Examview Test Bank.	TX0006954526	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Lesson Organizer.	TX0006937093	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teacher Resource CD.	TX0006937150	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teaching Illustrations.	TX0006937146	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Focus on Physical Science Exam View Test Bank.	TX0007131667	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Investigation Manual.	TX0007131982	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Lesson Organizer.	TX0007131502	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Components CD.	TX0007139267	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Electronic Book.	TX0007137812	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Investigation Manual.	TX0007356040	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Student Text Book.	TX0007137830	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Student Text Book.	TX0007132216	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Teacher Resource CD.	TX0007137820	4/14/2008
CPO Science, a division of School Specialty.	Foundations of Physical Science 3 rd Edition Multimedia DVD.	TX0007391165	4/20/2011
CPO Science, a division of School Specialty.	Foundations of Physical Science 3 rd Edition Teacher Resource CD.	TX0007391151	4/20/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Examview Test Bank.	TX0007388979	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Investigation Manual.	TX0007389189	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Multimedia DVD.	TX0007392672	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Student Text Book.	TX0007389186	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher Resource CD.	TX0007392673	4/26/2011

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher's Guide.	TX0007388873	4/26/2011
CPO Science, a division of School Specialty.	Physics A First Course Teacher Resource CD.	TX0007229600	4/16/2008
COP Science, a division of School Specialty.	Focus on Life Science Teaching Illustrations.	TX0007195147	4/14/2008

DELTA

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Beginnings: teacher's guide/Herbert D. Their, Robert C. Knott	TX0005877113	11/21/2003
Delta Education	Behavior of mealworms: teacher's guide	TX0002384470	7/8/1988
Delta Education, LLC	Butterflies and moths	TX0005914419	2/10/2004
Delta Education	Butterflies and moths: teacher's guide	TX0002384468	11/1/1996
Delta Education, Inc.	Charge it! Static electricity: activity guide/by Delta Education; author, Richard Bollinger	TX0004406415	11/1/1996
Delta Education, Inc.	Charge it! Static electricity : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406422	11/1/1996
Delta Education	Classroom plants : teacher's guide.	TX0002384473	7/8/1988
Delta Education, Inc.	Clear view of area and volume formulas : activities, visuals, masters.	TX0004406667	2/19/1997
Delta Education, LLC	Color and light.	TX0005914420	2/10/2004
Delta Education, LLC	Communities : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866655	11/21/2003
Delta Education, Inc.	Crystal creations : activity guide / author, Carol Prekker.	TX0004406777	2/19/1997
Delta Education	Delta Science First Reader, Science and Literacy program Teacher's Guide.	TX0006898348	11/9/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta science module, erosion teacher's guide.	TX0006404994	6/28/2006
Delta Education	Delta science module, third edition : classroom plants : teacher's guide.	TX0006405648	6/28/2006
Delta Education	Delta science module, third edition : earth, moon, and sun : teacher's guide.	TX0006405649	6/28/2006
Delta Education	Delta science module, third edition : earth processes : teacher's guide.	TX0006405647	6/28/2006
Delta Education	Delta science module, third edition : electromagnetism : teacher's guide.	TX0006405651	6/28/2006
Delta Education	Delta science module, third edition : matter and change : teacher's guide.	TX0006405646	6/28/2006
Delta Education	Delta science module, third edition : plant and animal populations : teacher's guide.	TX0006405650	6/28/2006
Delta Education	Delta Science Modules, Third Ed., DNA: From Genes to Proteins Teacher's Guide.	TX0006898345	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio.	TX0006897073	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio (Spanish Edition)	TX0006897105	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook.	TX0006898338	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook, Spanish Edition	TX0006898340	11/9/2007
Delta Education	Delta Science Modules, Third Edition.		
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio.	TX0006897058	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio (Spanish Edition)	TX0006897064	12/7/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook.	TX0006898323	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook, Spanish Edition.	TX0006898320	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio (Spanish Edition)	TX0006897081	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio.	TX0006897097	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook.	TX0006898328	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook, Spanish Edition.	TX0006898339	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Using Science Notebooks Folio.	TX0006897051	12/7/2007
Delta Education	Delta Science Reader, Astronomy.	TX0006898342	11/9/2007
Delta Education	Delta Science Reader, Earth Movements Reader, Spanish Edition.	TX0006898332	11/9/2007
Delta Education	Delta Science Reader, Electrical Connections Delta Science Reader.	TX0006898344	11/9/2007
Delta Education	Delta Science Reader, Food Chains and Webs Reader, Spanish Edition.	TX0006898327	11/9/2007
Delta Education	Delta Science Reader, Force and Motion Reader, Spanish Edition.	TX0006898325	11/9/2007
Delta Education, Inc.	Detective lab : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406417	11/1/1996
Delta Education, Inc.	Detective lab : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406416	11/1/1996
Delta Education, LLC	Dinosaurs and fossils.	TX0005914416	2/10/2004
Delta Education, LLC	Discovery guide : body and senses : pre-K.	TX0005699021	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Earth movements.	TX0005913100	2/10/2004
Delta Education, LLC	Ecosystems : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866657	11/21/2003
Delta Education, LLC	Electrical circuits / [Sarah A. Maineri], senior project editor.	TX0005748056	5/8/2003
Delta Education	Electrical circuits : teacher's guide.	TX0002384480	7/8/1988
Delta Education, LLC	Electrical circuits : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747210	5/9/2003
Delta Education, Inc.	Electromagnetism : activity guide / by Delta Education ; author, Sally Seehafer.	TX0004406419	11/1/1996
Delta Education	Electromagnetism : teacher's guide.	TX0002384461	7/8/1988
Delta Education, Inc.	Energy & motion : activity guide / author, M. J. Lechner.	TX0004410975	2/18/1997
Delta Education, Inc.	Energy & motion : activity journal.	TX0004410976	2/18/1997
Delta Education, LLC	Energy sources : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877116	11/21/2003
Delta Education, LLC	Environments : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866659	11/21/2003
Delta Education, LLC	Finding the moon.	TX0005748493	5/8/2003
Delta Education, LLC	Finding the Moon : teacher's guide.	TX0005792811	8/12/2003
Delta Education	Finding the moon : teacher's guide / by Gretchen M. Alexander.	TX0002384476	7/8/1988
Delta Education, LLC	Flight and rocketry reader	TX0005913098	2/10/2004
Delta Education, Inc.	Flight! Gliders to jets : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406420	11/1/1996
Delta Education, LLC	Food chains and webs : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747206	5/9/2003
Delta Education, LLC	Food chains and webs / [Sarah A. Maineri], senior project editor.	TX0005748057	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Force and motion : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747207	5/9/2003
Delta Education	From seed to plant : teacher's guide.	TX0002384472	7/8/1988
Delta Education, Inc.	Gears at work : activity guide / author, Joreen Hendry.	TX0004410977	2/18/1997
Delta Education, Inc.	Gears at work : activity journal / author, Joreen Hendry.	TX0004410978	2/18/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity guide / author, Katy Z. Allen.	TX0004423398	3/3/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity journal / author, Katy Z. Allen.	TX0004423399	3/3/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity guide / author, Kathy Z. Allen.	TX0004410979	2/18/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity journal / author, Kathy Z. Allen.	TX0004410973	2/18/1997
Delta Education, LLC	Hexagonoes exponents : level 1 : teacher guide.	TX0005853766	11/21/2003
Delta Education, LLC	Hexagonoes exponents : level 2 : teacher guide.	TX0005853767	11/21/2003
Delta Education, LLC	Hexagonoes percents : level 2 : teacher guide.	TX0005853768	11/21/2003
Delta Education, LLC	Investigating water.	TX0005913096	2/10/2004
Delta Education	Investigating water : teacher's guide.	TX0002384457	7/8/1988
Delta Education	Length and capacity : teacher's guide / by D. Louis Finsand.	TX0002384462	7/8/1988
Delta Education	Lenses and mirrors : teacher's guide / prepared by the National Learning Center.	TX0002384463	7/8/1988
Delta Education, LLC	Life cycles : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877115	11/21/2003
Delta Education	Looking at liquids : teacher's guide.	TX0002384458	7/8/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Magnetic magic : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406421	11/1/1996
Delta Education, LLC	Magnets.	TX0005913097	2/10/2004
Delta Education, LLC	Material objects : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877114	11/21/2003
Delta Education	Measuring : teacher's guide.	TX0002384465	7/8/1988
Delta Education	Newton's toy box : teacher's guide.	TX0006403251	6/28/2006
Delta Education, LLC	Observing an aquarium.	TX0005914421	2/10/2004
Delta Education, LLC	Observing an aquarium : teacher's guide.	TX0005914412	2/10/2004
Delta Education	Observing an aquarium : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384471	7/8/1988
Delta Education, LLC	Oceans.	TX0005913099	2/10/2004
Delta Education, LLC	Oceans : teacher's guide.	TX0005914414	2/10/2004
Delta Education, LLC	Organisms : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866656	11/21/2003
Delta Education, LLC	Plant and animal life cycles.	TX0005699028	5/8/2003
Delta Education	Plant and animal life cycles : teacher's guide.	TX0002384469	7/8/1988
Delta Education	Plants in our world reader.	TX0006402066	6/26/2006
Delta Education, LLC	Pollution.	TX0005913095	2/10/2004
Delta Education	Pond life : teacher's guide.	TX0002384467	7/8/1988
Delta Education	Powders and crystals : teacher's guide.	TX0002384459	7/8/1988
Delta Education	Properties : teacher's guide.	TX0002384460	7/8/1988
Delta Education, LLC	Relative position and motion : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866658	11/21/2003
Delta Education, Inc.	Rock origins : activity guide / author, Richard Bollinger.	TX0004406776	2/19/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Rocks and minerals : teacher's guide / by Ben Werner.	TX0002384479	7/8/1988
Delta Education, Inc.	Seed mysteries : activity guide / author, Mary Jo Lechner.	TX0004410972	2/18/1997
Delta Education, Inc.	Seed mysteries : activity journal / author, Mary Jo Lechner.	TX0004410974	2/18/1997
Delta Education, LLC	Simple machines.	TX0005699027	5/8/2003
Delta Education	Simple machines : teacher's guide / by Elizabeth Fox.	TX0002384481	7/8/1988
Delta Education	Sink or float? : teacher's guide.	TX0006403250	6/28/2006
Delta Education	Sink or float : teacher's guide.	TX0002384482	7/8/1988
Delta Education, LLC	Soil science.	TX0005914417	2/10/2004
Delta Education, LLC	Solar system / [Sarah A. Maineri], senior project editor.	TX0005748058	5/8/2003
Delta Education, LLC	Solar system : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747208	5/9/2003
Delta Education, LLC	Sound.	TX0005913094	2/10/2004
Delta Education, LLC	Sound : teacher's guide.	TX0005914413	2/10/2004
Delta Education	Sound : teacher's guide.	TX0002384456	7/8/1988
Delta Education, LLC	Stages of matter : teacher's guide.	TX0005792812	8/12/2003
Delta Education, LLC	States of matter / [Sarah A. Maineri], senior project editor.	TX0005748054	5/8/2003
Delta Education	States of matter : teacher's guide / by Michael Worosz.	TX0002384464	7/8/1988
Delta Education, LLC	Sunshine and shadows.	TX0005913093	2/10/2004
Delta Education	Sunshine and shadows : teacher's guide.	TX0002384477	7/8/1988
Delta Education, LLC	Using your senses / [Sarah A. Maineri], senior project editor.	TX0005748059	5/8/2003
Delta Education, LLC	Using your senses : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747205	5/9/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Water cycle.	TX0005914418	2/10/2004
Delta Education, LLC	Weather forecasting.	TX0005699029	5/8/2003
Delta Education	Weather forecasting : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384475	7/8/1988
Delta Education, LLC	Weather forecasting : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747209	5/9/2003
Delta Education, LLC	Weather instruments / [Sarah A. Maineri], senior project editor.	TX0005748055	5/8/2003
Delta Education	Weather instruments : teacher's guide / by Lester G. Paldy.	TX0002384478	7/8/1988
Delta Education, LLC	Weather watching / [Sarah A. Maineri], senior project editor.	TX0005748053	5/8/2003
Delta Education	Weather watching : teacher's guide / by Lester G. Paldy.	TX0002384474	7/8/1988
Delta Education, Inc.	Weather wise : activity guide / author, Ceanne Tzimopoulos.	TX0004410969	2/18/1997
Delta Education, Inc.	Weather wise : activity journal / author, Ceanne Tzimopoulos.	TX0004410970	2/18/1997
Delta Education, Inc.	Work : plane & simple : activity guide / author, Sally Gullatt Seehafer.	TX0004410971	2/18/1997
Delta Education, Inc.	Work—plane and simple : activity guide / by Delta Education ; author, Sally Gullatt Seehafer.	TX0004406418	11/1/1996
Delta Education, LLC	You and your body / [Sarah A. Maineri], senior project editor.	TX0005748052	5/8/2003
Delta Education, LLC	You and your body : teacher's guide.	TX0005815686	8/12/2003
Delta Education	You and your body : teacher's guide / by David R. Stronck.	TX0002384466	7/8/1988
Delta Education, Inc.	Amazing air : DSM II teacher's guide / National Learning Center.	TX0004441524	1/9/1997
Delta Education, Inc.	Animal behavior : teacher's guide.	TX0004440867	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Aquatic life mini-kit : equipment and guide to assist children in the exploration of an aquatic environment.	TX0003739371	12/6/1993
Delta Education, Inc.	Beginnings : teacher's guide : level K / Herbert D. Thier, Robert C. Knott.	TX0003363130	6/3/1992
Delta Education, Inc.	Behavior of mealworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957855	8/11/1982
Delta Education, Inc.	Body basics : activity guide.	TX0004406456	11/1/1996
Delta Education, Inc.	Body basics : activity journal.	TX0004406458	11/1/1996
Delta Education, Inc.	Brine shrimp : Delta project cards / William R. Brown, Edwin P. White.	TX0000957849	8/11/1982
Delta Education, Inc.	Bubble science activity guide.	TX0004406454	11/1/1996
Delta Education, Inc.	Bubble science activity journal.	TX0004406453	11/1/1996
Delta Education, Inc.	Butterflies and moths : DSM II teacher's guide.	TX0004440180	1/9/1997
Delta Education, Inc.	Chemical interactions : teacher's guide.	TX0003842875	2/27/1995
Delta Education, Inc.	Classroom plants : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004442733	1/9/1997
Delta Education, Inc.	Clay boats : Delta project cards / William R. Brown, Edwin P. White.	TX0000957850	8/11/1982
Delta Education, Inc.	Clear view of personal checking : simulations, activities, masters, visuals / author, Vicky L. Kouba.	TX0004406666	2/19/1997
Delta Education, Inc.	Color and light : teacher's guide.	TX0004043757	2/27/1995
Delta Education, Inc.	Communities.	TX0003593416	6/21/1993
Delta Education, Inc.	Communities : teacher's guide, level 5 / Robert C. Knott, Herbert D. Thier.	TX0003690485	9/30/1993
Delta Education, Inc.	Crystal creations : activity journal.	TX0004406455	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Delta Education, Inc., presents A feast of fractions / a menu of activities prepared by Sally Palow, Kathleen Knoblock, Myra Kennedy ... [et al.] ; cover ill. Rose Lowry.	TX0004406537	11/1/1996
Delta Education, Inc.	Delta game factory / Vicky L. Kouba.	TX0004406544	2/19/1997
Delta Education, Inc.	Delta project cards—Colored solutions / William R. Brown, Edwin P. White.	TX0000842525	10/26/1981
Delta Education, Inc.	Delta Volume Shake : teacher's guide.	TX0004409053	11/1/1996
Delta Education, Inc.	Dinosaur classification : teacher's guide.	TX0004440862	1/9/1997
Delta Education, Inc.	DNA—from genes to proteins : teacher's guide / author, Betty B. Hoskins.	TX0003845929	6/24/1994
Delta Education, Inc.	Earth, moon, and sun : teacher's guide / author[s], John G. Radzilowicz, 1952-, and Jan M. Derby ; ill. Nancy Schoefl.	TX0004442655	1/9/1997
Delta Education, Inc.	Earth movements : DSM II teacher's guide.	TX0004441527	1/9/1997
Delta Education, Inc.	Earth processes : teacher's guide.	TX0004440864	1/9/1997
Delta Education, Inc.	Earthworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957851	8/11/1982
Delta Education, Inc.	Ecosystems.	TX0003593418	6/21/1993
Delta Education, Inc.	Ecosystems : SCIS 3, teacher's guide, level 6 / Robert C. Knott, Herbert D. Thier.	TX0003690482	9/30/1993
Delta Education, Inc.	Electrical circuits : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004440927	1/9/1997
Delta Education, Inc.	Electrical connections : activity guide.	TX0004406463	11/1/1996
Delta Education, Inc.	Electrical connections : teacher's guide / author, Bob Roth.	TX0003830396	3/31/1994
Delta Education, Inc.	Electromagnetism activity journal.	TX0004409099	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Electromagnetism : teacher's guide.	TX0004043755	2/27/1995
Delta Education, Inc.	Energy sources.	TX0003602059	6/21/1993
Delta Education, Inc.	Environments.	TX0003593419	6/21/1993
Delta Education, Inc.	Environments : teacher's guide, level 4 / Robert C. Knott, Herbert D. Thier.	TX0003690484	9/30/1993
Delta Education, Inc.	Erosion : teacher's guide.	TX0004043756	2/27/1995
Delta Education, Inc.	Exploring geometry : intermediate.	TX0003423266	11/16/1992
Delta Education, Inc.	Exploring geometry : primary.	TX0003423267	11/16/1992
Delta Education, Inc.	Exploring number relationships : intermediate.	TX0003423265	11/16/1992
Delta Education, Inc.	Exploring probability / Fredda J. Friederwitzer, Barbara Berman, Beth Forrester.	TX0003423216	11/16/1992
Delta Education, Inc.	Exploring probability : primary / Vicky L. Kouba.	TX0003423215	11/16/1992
Delta Education, Inc.	Fast food for thought : Delta base 10 fries : teacher's guide / Carole Reesink.	TX0003627597	6/25/1993
Delta Education, Inc.	Fast Food for Thought : Delta Demimal Dog : teacher's guide.	TX0003485171	2/16/1993
Delta Education, Inc.	Fast food for thought : Delta fraction burger : teacher's guide / Carole Reesink and Linda Frost.	TX0003627596	6/25/1993
Delta Education, Inc.	Finding the moon : teacher's guide.	TX0004440865	1/9/1997
Delta Education, Inc.	Food chains and webs : DSM II teacher's guide.	TX0004441526	1/9/1997
Delta Education, Inc.	Fossil formations : activity guide.	TX0004406459	11/1/1996
Delta Education, Inc.	Fossil formations : activity journal.	TX0004406457	11/1/1996
Delta Education, Inc.	From seed to plant : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004446637	1/9/1997
Delta Education, Inc.	Fungi—small wonders : teacher's guide.	TX0003830394	3/31/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Gases and "airs" : Delta project cards / William R. Brown, Edwin P. White.	TX0000957853	8/11/1982
Delta Education, Inc.	I Can't Believe It's Math! : discovering classroom math in after-school activities / Mary Ann Schroeder, Marcay Burma-Washington	TX0003567974	5/28/1993
Delta Education, Inc.	If shipwrecks could talk : teacher's guide.	TX0004440866	1/9/1997
Delta Education, Inc.	Insect life : teacher's guide.	TX0003933407	2/27/1994
Delta Education, Inc.	Interaction and systems.	TX0003606743	6/21/1993
Delta Education, Inc.	Interaction and systems : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363133	6/3/1992
Delta Education, Inc.	Investigating water : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440919	1/9/1997
Delta Education, Inc.	Length and capacity : teacher's guide.	TX0004442792	1/9/1997
Delta Education, Inc.	Lenses and mirrors : teacher's guide / author, the National Learning Center ; ill./art production Nancy Schoefl.	TX0004442654	1/9/1997
Delta Education, Inc.	Life cycles.	TX0003606744	6/21/1993
Delta Education, Inc.	Life cycles : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363132	6/3/1992
Delta Education, Inc.	Looking at liquids : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004440926	1/9/1997
Delta Education, Inc.	Magnet magic activity guide.	TX0004409100	11/1/1996
Delta Education, Inc.	Magnets : teacher's guide / author, Joreen Hendry.	TX0003830397	3/31/1994
Delta Education, Inc.	Material objects.	TX0003606739	6/21/1993
Delta Education, Inc.	Material objects : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363134	6/3/1992

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Measuring : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440922	1/9/1997
Delta Education, Inc.	Newtons toy box : teacher's guide / author, Carolyn Sumners.	TX0003830398	3/31/1994
Delta Education, Inc.	Observing an aquarium : DSM II teacher's guide.	TX0004440179	1/9/1997
Delta Education, Inc.	Organisms.	TX0003606742	6/21/1993
Delta Education, Inc.	Organisms : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363131	6/3/1992
Delta Education, Inc.	Plant and animal life cycles : teacher's guide / editing Kathy Z. Allen and Kathy Talmadge ; ill./art production Nancy P. Schoefl.	TX0004440925	1/9/1997
Delta Education, Inc.	Plant and animal populations : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004440924	1/9/1997
Delta Education, Inc.	Pollution : teacher's guide.	TX0003845509	6/24/1994
Delta Education, Inc.	Pond life : teacher's guide.	TX0003933406	2/27/1994
Delta Education, Inc.	Populations.	TX0003606741	6/21/1993
Delta Education, Inc.	Populations : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363136	6/3/1992
Delta Education, Inc.	Powders and crystals : teacher's guide / editing Diana J. Reno ; ill./art production Nancy P. Schoefl.	TX0004440921	1/9/1997
Delta Education, Inc.	Properties : teacher's guide.	TX0004442793	1/9/1997
Delta Education, Inc.	Relative position and motion : SCIS 3, teacher's guide, level 4 / Herbert D. Thier, Robert C. Knott.	TX0003690483	9/30/1993
Delta Education, Inc.	Rock origins : activity journal.	TX0004411206	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Rocks and minerals : teacher's guide : a Delta science module / editing Editorial Services Plus, copyediting Jill Farinelli ; design/production Ann V. Richardson ; ill./art production Nancy P. Schoefl ; cover design Nancy P. Schoefl.	TX0003784217	3/31/1994
Delta Education, Inc.	Science in a Nutshell : flight! Gliders to jets, activity journal.	TX0004414313	11/1/1996
Delta Education, Inc.	Scientific theories.	TX0003593417	6/21/1993
Delta Education, Inc.	Scientific theories.	TX0003602057	6/21/1993
Delta Education, Inc.	SCIS 3 energy sources.	TX0003577675	6/21/1993
Delta Education, Inc.	SCIS 3 relative position and motion.	TX0003577674	6/21/1993
Delta Education, Inc.	Simple machines : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004015686	2/27/1995
Delta Education, Inc.	Sink or float : Delta project cards / William R. Brown, Edwin P. White.	TX0000957852	8/11/1982
Delta Education, Inc.	Sink or float? : teacher's guide.	TX0004446585	1/9/1997
Delta Education, Inc.	Small things and microscopes : teacher's guide / author, Eileen Terrill ; contributors, Jeanne Dietsch, William Kennedy and Bradford Taylor ; ill. Phyllis Pittet and Susan Dunholter ; photography Paul McGuirk.	TX0003864322	6/24/1994
Delta Education, Inc.	Soil science : DSM II teacher's guide.	TX0004441525	1/9/1997
Delta Education, Inc.	Solar energy : teacher's guide.	TX0003845510	6/24/1994
Delta Education, Inc.	Solar system : teacher's guide / editing Editorial Services Plus and D. Louis Finsand ; ill./art production Nancy Schoefl.	TX0004446638	1/9/1997
Delta Education, Inc.	Sound : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004440920	1/9/1997
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406460	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406461	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406462	11/1/1996
Delta Education, Inc.	States of matter : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446636	1/9/1997
Delta Education, Inc.	Strings & musical instruments : Delta project cards / William R. Brown, Edwin P. White.	TX0000957856	8/11/1982
Delta Education, Inc.	Subsystems and variables.	TX0003606740	6/21/1993
Delta Education, Inc.	Subsystems and variables : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363135	6/3/1992
Delta Education, Inc.	Sunshine and shadows : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446642	1/9/1997
Delta Education, Inc.	Water cycle : teacher's guide / editing Kathy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446639	1/9/1997
Delta Education, Inc.	Weather forecasting : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004446640	1/9/1997
Delta Education, Inc.	Weather instruments : teacher's guide.	TX0004440861	1/9/1997
Delta Education, Inc.	Weather watching : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004446641	1/9/1997
Delta Education, Inc.	Whistles : Delta project cards / William R. Brown, Edwin P. White.	TX0000957854	8/11/1982
Delta Education, Inc.	You and your body : teacher's guide.	TX0003830395	3/31/1994
Delta Education, LLC	About me.	TX0006236193	9/30/2005
Delta Education, LLC	Addition & subtraction student activity guide : no. 550-3530.	TX0005751741	5/8/2003
Delta Education, LLC	Addition & subtraction : teacher's guide.	TX0005752801	5/8/2003
Delta Education, LLC	Algebra : grades 3-4, student activity guide.	TX0005698998	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Algebra : grades 5-6, student activity guide.	TX0005698994	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 3-4.	TX0005751730	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 5-6.	TX0005751729	5/8/2003
Delta Education, LLC	Animal observatory : activity guide.	TX0005827574	8/12/2003
Delta Education, LLC	Animal observatory : activity journal.	TX0005827531	8/23/2003
Delta Education, LLC	Animals.	TX0006203855	7/28/2005
Delta Education, LLC	Area and volume formulas teacher's guide.	TX0005854001	11/21/2003
Delta Education, LLC	Base Ten Fries : math activities for Base Ten Fries.	TX0005866681	11/21/2003
Delta Education, LLC	Body basics : activity journal.	TX0005827635	8/13/2003
Delta Education, LLC	Breaking earth's hold : activity guide.	TX0005827561	8/12/2003
Delta Education, LLC	Breaking earth's hold : activity journal.	TX0005827540	8/12/2003
Delta Education, LLC	Bubble science : activity guide.	TX0005827624	8/12/2003
Delta Education, LLC	Bubble science : activity journal.	TX0005827633	8/12/2003
Delta Education, LLC	Butterflies and moths : teacher's guide.	TX0005914936	2/10/2004
Delta Education, LLC	Charge it! Static electricity : activity guide.	TX0005827625	8/12/2003
Delta Education, LLC	Charge it! Static electricity : activity journal.	TX0005827636	8/12/2003
Delta Education, LLC	Clear View—graphing : grades 5-8, teacher's guide : overhead transparencies, activity masters.	TX0005876336	11/21/2003
Delta Education, LLC	Clear view of decimals : activities, masters, visuals, applications.	TX0005876337	11/21/2003
Delta Education, LLC	Clear view of fractions : activities, masters, visuals, applications.	TX0005866615	11/21/2003
Delta Education, LLC	Clear view of percent : activities, masters, visuals, applications.	TX0005876334	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Clear view of personal checking : simulations, activities, masters, visuals.	TX0005876338	11/21/2003
Delta Education, LLC	Clear view of tessellations : activities, masters, visuals.	TX0005866614	11/21/2003
Delta Education, LLC	Clear view ratio & proportion.	TX0005876330	11/21/2003
Delta Education, LLC	Clever levers : activity guide.	TX0005827580	8/12/2003
Delta Education, LLC	Clever levers : activity journal.	TX0005827583	8/12/2003
Delta Education, LLC	Color and light : teacher's guide.	TX0005920199	2/10/2004
Delta Education, LLC	Crystal creations : activity guide.	TX0005827618	8/12/2003
Delta Education, LLC	Crystal creations : activity journal.	TX0005827616	8/12/2003
Delta Education, LLC	Data analysis and probability student activity guide / written by Eve Laubner Thibodeau ; editor, Kathryn S. Daniel ; graphic artist, Janis Rattet ; illustrator, Laurel Aiello.	TX0005748234	5/8/2003
Delta Education, LLC	Data analysis and probability teacher's guide : no. 450-3563.	TX0005751739	5/8/2003
Delta Education, LLC	Decimal Dog : math activities for the Decimal Dog.	TX0005866680	11/21/2003
Delta Education, LLC	Delta science module / by Ana Costa.	TX0005808261	8/12/2003
Delta Education, LLC	Delta science module : from seed to plant.	TX0005808265	8/12/2003
Delta Education, LLC	Delta science module : plant and animal life cycles	TX0005808263	8/12/2003
Delta Education, LLC	Delta science module : properties.	TX0005808262	8/12/2003
Delta Education, LLC	Delta science module : simple machines.	TX0005808264	8/12/2003
Delta Education, LLC	Delta science module, third edition : matter and change.	TX0006236223	9/30/2005
Delta Education, LLC	Destination, moon : activity guide.	TX0005827581	8/12/2003
Delta Education, LLC	Destination moon : activity journal.	TX0005827524	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Detective lab : activity guide.	TX0005827634	8/12/2003
Delta Education, LLC	Detective lab : activity journal.	TX0005827638	8/12/2003
Delta Education, LLC	Dinosaurs and fossils : teacher's guide.	TX0005920198	2/10/2004
Delta Education LLC	Discovery guide dinosaurs : pre-K.	TX0005752836	5/8/2003
Delta Education LLC	Discovery guide : health and nutrition : pre-K.	TX0005752843	5/8/2003
Delta Education LLC	Discovery guide : insects and spiders : pre-K.	TX0005752839	5/8/2003
Delta Education LLC	Discovery guide : oceans : pre-K.	TX0005752838	5/8/2003
Delta Education LLC	Discovery guide : trees : pre-K.	TX0005752837	5/8/2003
Delta Education LLC	Discovery guide : weather : pre-K.	TX0005752842	5/8/2003
Delta Education, LLC	Earth.	TX0006226019	7/28/2005
Delta Education, LLC	Earth & sun : activity guide.	TX0005827549	8/12/2003
Delta Education, LLC	Earth & sun : activity journal.	TX0005827550	8/12/2003
Delta Education, LLC	Earth movements : teacher's guide.	TX0005914938	2/10/2004
Delta Education, LLC	Earth processes.	TX0006203858	7/28/2005
Delta Education, LLC	Electrical connections : activity guide.	TX0005827564	8/12/2003
Delta Education, LLC	Electrical connections : activity journal.	TX0005827631	8/12/2003
Delta Education, LLC	Electromagnetism : activity guide.	TX0005827575	8/12/2003
Delta Education, LLC	Electromagnetism : activity journal.	TX0005827614	8/12/2003
Delta Education, LLC	Energy & motion : activity guide.	TX0005827563	8/12/2003
Delta Education, LLC	Energy & motion : activity journal.	TX0005827629	8/12/2003
Delta Education, LLC	Feast of fractions : math activities for the Fraction Burger.	TX0005866682	11/21/2003
Delta Education, LLC	Flight and rocketry : teacher's guide.	TX0005914937	2/10/2004
Delta Education, LLC	Flight! Gliders to jets : activity guide.	TX0005827578	8/12/2003
Delta Education, LLC	Flight! Gliders to jets : activity journal.	TX0005827615	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Flowering plants : activity guide.	TX0005827528	8/12/2003
Delta Education, LLC	Flowering plants : activity journal.	TX0005827559	8/12/2003
Delta Education, LLC	Force and motion.	TX0005698992	5/8/2003
Delta Education, LLC	Fossil formations : activity guide.	TX0005827639	8/12/2003
Delta Education, LLC	Fossil formations : activity journal.	TX0005827619	8/12/2003
Delta Education, LLC	Fraction Burger : math activities for the Fraction Burger.	TX0005866683	11/21/2003
Delta Education, LLC	Fraction concepts : student activity guide.	TX0005698997	5/8/2003
Delta Education, LLC	Fraction concepts teacher's guide : no. 450-3366.	TX0005751738	5/8/2003
Delta Education, LLC	Fractions and decimals student activity guide : no. 550-3541.	TX0005751743	5/8/2003
Delta Education, LLC	Fractions and decimals teacher's guide : no. 450-3399.	TX0005751745	5/8/2003
Delta Education, LLC	From seed to plant.	TX0005752831	5/8/2003
Delta Education, LLC	Gases : activity journal.	TX0005827530	8/12/2003
Delta Education, LLC	Gasses : activity guide.	TX0005827573	8/23/2003
Delta Education, LLC	Gears at work : activity guide.	TX0005827626	8/12/2003
Delta Education, LLC	Gears at work : activity journal.	TX0005827623	8/12/2003
Delta Education, LLC	Geometry student activity guide : grades 3-4.	TX0005751725	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 3-4.	TX0005751726	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 5-6.	TX0005751734	5/8/2003
Delta Education, LLC	Graphing : grades 1-3, teacher's guide.	TX0005876335	11/21/2003
Delta Education, LLC	Hexagones addition and subtraction : level 2, teacher guide.	TX0005867049	11/21/2003
Delta Education, LLC	Hexagones base ten : teacher guide.	TX0005867050	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Hexagones fractions with Delta's Fraction Burger : teacher guide.	TX0005867054	11/21/2003
Delta Education, LLC	Hexagones money : teacher guide.	TX0005867052	11/21/2003
Delta Education, LLC	Hexagones multiplication : level 1, teacher guide.	TX0005867055	11/21/2003
Delta Education, LLC	Hexagones order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagones patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagones percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagones ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagones scientific notation : teacher guide.	TX0005867051	11/21/2003
Delta Education, LLC	How do we learn?	TX0006203857	7/28/2005
Delta Education, LLC	Human machine : activity guide.	TX0005827572	8/12/2003
Delta Education, LLC	Human machine : activity journal.	TX0005827558	8/12/2003
Delta Education, LLC	Interaction and systems : Delta Education SCIS 3+ : level 2 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832399	11/21/2003
Delta Education, LLC	Investigating water : teacher's guide.	TX0005914935	2/10/2004
Delta Education, LLC	Is it alive? : activity guide	TX0005827525	8/12/2003
Delta Education, LLC	Is it alive? : activity journal.	TX0005827582	8/12/2003
Delta Education, LLC	Liquids : activity guide.	TX0005827584	8/12/2003
Delta Education, LLC	Liquids : activity journal.	TX0005827548	8/12/2003
Delta Education, LLC	Magnet magic : activity guide.	TX0005827576	8/12/2003
Delta Education, LLC	Magnet magic : activity journal.	TX0005827622	8/13/2003
Delta Education, LLC	Magnets : teacher's guide.	TX0005914934	2/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Material objects : Delta Education SCIS 3+.	TX0005867363	11/21/2003
Delta Education, LLC	Math tune-ups : addition and subtraction : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748060	5/8/2003
Delta Education, LLC	Math tune-ups : fractions : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748061	5/8/2008
Delta Education, LLC	Math Tune-Ups : multiplication and division : teacher's guide.	TX0005752847	5/8/2003
Delta Education, LLC	Measurement student activity guide / Eve Laubner Thibodeau, Lisa Lachance, John Prescott, and Mathew Bacon ; ill. By Coni Porter, Nancy Schoepl and Cheryl Wolf.	TX0005748238	5/8/2003
Delta Education, LLC	Measurement student activity guide / written and edited by Eve Laubner ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoepl.	TX0005748235	5/8/2003
Delta Education, LLC	Measurement teacher's guide : grades 1-3 : transparency teaching system.	TX0005853992	11/21/2003
Delta Education, LLC	Measurment teacher's guide : grades 2-3.	TX0005751727	5/8/2003
Delta Education, LLC	Measurment teacher's guide : grades 4-5.	TX0005751728	5/8/2003
Delta Education, LLC	Metric tools : student activity guide.	TX0005698993	5/8/2003
Delta Education, LLC	Metric tools teacher's guide : no. 450-3552.	TX0005751736	5/8/2003
Delta Education, LLC	Microworlds : activity guide.	TX0005827586	8/12/2003
Delta Education, LLC	Microworlds : activity journal.	TX0005827539	8/12/2003
Delta Education, LLC	Money : student activity guide.	TX0005698996	5/8/2003
Delta Education, LLC	Money teacher's guide : no. 450-3377.	TX0005751744	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Multiplication and division student activity guide : no. 550-3728.	TX0005751742	5/8/2003
Delta Education, LLC	Multiplication and division teacher's guide : no. 450-3530.	TX0005751735	5/8/2003
Delta Education, LLC	Newton's toy box.	TX0006203859	7/28/2005
Delta Education, LLC	Oceans alive! : activity guide.	TX0005827543	8/12/2003
Delta Education, LLC	Oceans alive! : activity journal.	TX0005827571	8/12/2003
Delta Education, LLC	Oceans in motion : activity guide.	TX0005827551	8/12/2003
Delta Education, LLC	Oceans in motion : activity journal.	TX0005827569	8/12/2003
Delta Education, LLC	One & only you : activity guide.	TX0005827557	8/12/2003
Delta Education, LLC	One & only you : activity journal.	TX0005827538	8/12/2003
Delta Education, LLC	Organisms : Delta Education SCIS 3+.	TX0005867362	11/21/2003
Delta Education, LLC	Our changing earth : activity guide.	TX0005827533	8/12/2003
Delta Education, LLC	Our changing earth : activity journal.	TX0005827545	8/12/2003
Delta Education, LLC	Peek inside you : activity guide.	TX0005827587	8/12/2003
Delta Education, LLC	Peek inside you : activity journal.	TX0005827532	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity guide.	TX0005827585	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity journal.	TX0005827526	8/12/2003
Delta Education, LLC	Planets & stars : activity guide.	TX0005827522	8/12/2003
Delta Education, LLC	Planets & stars : activity journal.	TX0005827570	8/12/2003
Delta Education, LLC	Plants.	TX0006203856	7/28/2005
Delta Education, LLC	Pollution : teacher's guide.	TX0005805185	2/10/2004
Delta Education, LLC	Ponds & streams : activity guide.	TX0005827529	8/12/2003
Delta Education, LLC	Ponds & streams : activity journal.	TX0005827560	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Populations : level 3 : Delta Education SCIS 3+ teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005876332	11/21/2003
Delta Education, LLC	Pre-algebra teacher's guide : grades 5 to 8 : transparency teaching system.	TX0005853991	11/21/2003
Delta Education, LLC	Probability : student activity guide.	TX0005752846	5/8/2003
Delta Education, LLC	Probability teacher's guide : no. 450-3421.	TX0005751733	5/8/2003
Delta Education, LLC	Problem solving student activity guide, grade 3-4 / written by Patti Vyzralek ; ill. By Nancy Schoefl.	TX0005748233	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 3-4.	TX0005751732	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 5-6.	TX0005751731	5/8/2003
Delta Education, LLC	Properties.	TX0005752832	5/8/2003
Delta Education, LLC	Pulley power : activity guide.	TX0005827562	8/12/2003
Delta Education, LLC	Pulley power : activity journal.	TX0005827547	8/12/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748237	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748236	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent teacher's guide : no. 450-3541.	TX0005751740	5/8/2003
Delta Education, LLC	Reasoning with patterns teacher's guide : grades 1-3.	TX0005876333	11/21/2003
Delta Education, LLC	Rock origins : activity guide.	TX0005827577	8/12/2003
Delta Education, LLC	Rock origins : activity journal.	TX0005827568	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Rocks and minerals.	TX0005913101	2/10/2004
Delta Education, LLC	Rocks and minerals : teacher's guide.	TX0005920197	2/10/2004
Delta Education, LLC	Science in a nutshell : weather wise activity guide.	TX0005806904	8/12/2003
Delta Education, LLC	Scientific theories : Delta Education SCIS 3+ : level 6 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832400	11/21/2003
Delta Education, LLC	SCIS 3+ communitis : student journal.	TX0005876161	11/21/2003
Delta Education, LLC	SCIS 3+ ecosystems : student journal.	TX0005876166	11/21/2003
Delta Education, LLC	SCIS 3+ energy sources : student journal.	TX0005876165	11/21/2003
Delta Education, LLC	SCIS 3+ environments : student journal.	TX0005876168	11/21/2003
Delta Education, LLC	SCIS 3+ interaction and systems : student journal.	TX0005876160	11/21/2003
Delta Education, LLC	SCIS 3+ life cycles : student journal.	TX0005876162	11/21/2003
Delta Education, LLC	SCIS 3+ populations : student journal.	TX0005876163	11/21/2003
Delta Education, LLC	SCIS 3+ relative position and motion : student journal.	TX0005876164	11/21/2003
Delta Education, LLC	SCIS 3+ scientific theories : student journal.	TX0005876159	11/21/2003
Delta Education, LLC	SCIS 3+ subsystems and variables : student journal.	TX0005876167	11/21/2003
Delta Education, LLC	Seed mysteries : activity guide.	TX0005827627	8/12/2003
Delta Education, LLC	Seed mysteries : activity journal.	TX0005827617	8/12/2003
Delta Education, LLC	Sky.	TX0006236194	9/30/2005
Delta Education, LLC	Small wonders : activity guide.	TX0005827556	8/12/2003
Delta Education, LLC	Small wonders : activity journal.	TX0005827541	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity guide.	TX0005827567	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity journal.	TX0005827579	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Soil science : teacher's guide.	TX0005914933	2/10/2004
Delta Education, LLC	Soil studies : activity guide.	TX0005827523	8/12/2003
Delta Education, LLC	Soil studies : activity journal.	TX0005827542	8/12/2003
Delta Education, LLC	Solids : activity guide.	TX0005827527	8/12/2003
Delta Education, LLC	Solids : activity journal.	TX0005827534	8/12/2003
Delta Education, LLC	Sorting.	TX0006203793	7/28/2005
Delta Education, LLC	Sound vibrations : activity guide.	TX0005827632	8/12/2003
Delta Education, LLC	Sound vibrations : activity journal.	TX0005827621	8/12/2003
Delta Education LLC	Student activity guide.	TX0005752834	5/8/2003
Delta Education, LLC	Subsystems and variables : Delta Education SCIS 3+ : level 3 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832401	11/21/2003
Delta Education, LLC	Sunshine and shadows : teacher's guide.	TX0005805188	2/10/2004
Delta Education, LLC	Time : student activity guide.	TX0005698995	5/8/2003
Delta Education, LLC	Time teacher's guide : no. 450-3355.	TX0005751737	5/8/2003
Delta Education, LLC	Vision & hearing : activity guide.	TX0005827566	8/12/2003
Delta Education, LLC	Vision & hearing : activity journal.	TX0005827637	8/12/2003
Delta Education, LLC	Water cycle : activity guide.	TX0005827535	8/12/2003
Delta Education, LLC	Water cycle : activity journal.	TX0005827536	8/12/2003
Delta Education, LLC	Water cycle : teacher's guide.	TX0005805186	2/10/2004
Delta Education, LLC	Water physics : activity guide.	TX0005827537	8/12/2003
Delta Education, LLC	Water physics : activity journal.	TX0005827620	8/12/2003
Delta Education, LLC	Weather.	TX0006203792	7/28/2005
Delta Education, LLC	Weather watching : teacher's guide.	TX0005810349	8/12/2003
Delta Education, LLC	Weather wise : activity journal.	TX0005827630	8/12/2003
Delta Education, LLC	Wheels at work : activity guide.	TX0005827546	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Wheels at work : activity journal.	TX0005827544	8/12/2003
Delta Education, LLC	Where is it? Is it moving?	TX0006236195	9/30/2005
Delta Education, LLC	Work plane & simple : activity guide.	TX0005827565	8/12/2003
Delta Education, LLC	Work plane & simple : activity journal.	TX0005827628	8/12/2003
Delta Educaion	Electromagnetism reader	TX0006403153	6/26/2006
Delta Educaion	Plant and animal population reader	TX0006403154	6/26/2006
Delta Educaion	Erosion reader	TX0006403155	6/26/2006
Delta Educaion	Plants reader	TX0006403156	6/26/2006
Delta Educaion	Matter	TX0006403157	6/26/2006
Delta Educaion	Sink or float? Reader	TX0006403158	6/26/2006
Delta Educaion	Earth, moon, and sun reader	TX0006403159	6/26/2006
Delta Educaion	DNA : from genes to protein reader	TX0006403160	6/26/2006
Rand McNally & Company	Subsystems and variables : (level 3), teacher's guide	TX0000277639	7/10/1979
Rand McNally & Company	Ecosystems : (level 6), teacher's guide	TX0000277640	7/10/1979
Rand McNally & Company	Communities : level 5 : teacher's guide	TX0000279334	7/10/1979
Rand McNally & Company	Organisms : level 1 : teacher's guide	TX0000279335	7/10/1979
Rand McNally & Company	Scientific theories : level 6 : teacher's guide	TX0000279336	7/10/1979
Rand McNally & Company	Life cycles : level 2 :teacher's guide	TX0000279337	7/10/1979
Rand McNally & Company	Energy sources : level 5 : teacher's guide	TX0000285176	7/10/1979
Rand McNally & Company	Populations : level 3 : teacher's guide	TX0000285177	7/10/1979
Rand McNally & Company	Interactions and systems : level 2 : teacher's guide	TX0000285178	7/10/1979
Rand McNally & Company	Environments : level 4 : teacher's guide	TX0000285179	7/10/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Rand McNally & Company	Material objects : level 1 : teacher's guide	TX0000285180	7/10/1979
Rand McNally & Company	Relative position and motion : level 4 : teacher's guide	TX0000285181	7/10/1979
Rand McNally & Company	Beginnings : kindergarten or preschool : teacher's guide	TX0000285182	7/10/1979
Rand McNally & Company	Energy sources	TX0000334304	9/17/1979
Rand McNally & Company	Scientific theories	TX0000334305	9/17/1979
Rand McNally & Company	Materials objects	TX0000334306	9/17/1979
Rand McNally & Company	Interaction and systems	TX0000334307	9/17/1979
Rand McNally & Company	Subsystems and variables	TX0000334308	9/17/1979
Rand McNally & Company	Relative position and motion	TX0000334309	9/17/1979
Rand McNally & Company	Ecosystems	TX0000334310	9/17/1979
Rand McNally & Company	Communities	TX0000334311	9/17/1979
Rand McNally & Company	Environments	TX0000334312	9/17/1979
Rand McNally & Company	Populations	TX0000334313	9/17/1979
Rand McNally & Company	Life cycles	TX0000334314	9/17/1979
Rand McNally & Company	Organisms	TX0000336509	9/17/1979

EDUCATORS PUBLISHING SERVICE

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service [sic], Inc.	Challenge in phonic skills, Chips, a developmental phonics bingo game / Lenore Miller and Caroline Peck.	TX0000500978	6/2/1980
Educators Publishing Service	Activity book for Explode the code wall chart / Nancy M. Hall.	TX0005637555	10/24/2002
Educators Publishing Service	Alphabet series : vol. 3.	TX0006402188	6/30/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Alphabet song and dance.	TX0006358160	5/5/2006
Educators Publishing Service	Analogies 1 : 6 analogy and 6 vocabulary quizzes / Arthur Liebman.	TX0002771943	3/5/1990
Educators Publishing Service	Analogies : 2 / Arthur Liebman.	TX0002509439	2/14/1989
Educators Publishing Service	Analogies 3 : problem-solving strategies, exercises for analysis, vocabulary study / Arthur Liebman.	TX0002250942	2/9/1988
Educators Publishing Service	Animals in disguise.	TX0006447433	6/12/2006
Educators Publishing Service	Ant's mitten.	TX0006358159	5/5/2006
Educators Publishing Service	Attack math : division 3.	TX0001867430	7/15/1986
Educators Publishing Service	Attack math : division 3 : arithmetic tasks to advance computational knowledge / Carol Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0002069178	2/11/1986
Educators Publishing Service	Attack math : multiplication book 2.	TX0001577746	5/21/1985
Educators Publishing Service	Attack math : subtraction book 2.	TX0001577743	5/21/1985
Educators Publishing Service	Beginning paragraph meaning / Joanne Carlisle.	TX0003989436	12/15/1994
Educators Publishing Service	Beginning reading with sight words / written by Betty Kracht Johnson ; illustrated by William M. Sheets 2 nd	TX0005612967	9/9/2002
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0003989435	12/15/1994
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0002052658	4/27/1987
Educators Publishing Service	Beginning word meaning / Joanne Carlisle.	TX0002052659	4/27/1987
Educators Publishing Service	Big dreams / by Jackie Weisman ; illustrated by Wednesday Kirwan.	TX0006419315	8/16/2006
Educators Publishing Service	Bug and I.	TX0006420022	8/16/2006
Educators Publishing Service, Inc.	Capitalization and punctuation : rules and writing / Kim Anton, Maria Sweeney.	TX0005578774	6/26/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Chief and the Mouse et al.	TX0007038271	9/3/2009
Educators Publishing Service	Climb aboard! / by Theresa Trinder ; illustrated by Randy Chewning.	TX0006419313	8/16/2006
Educators Publishing Service	Composition starters.	TX0001501245	1/30/1985
Educators Publishing Service	Cursive writing skills / Diana Hanbury King.	TX0002250989	2/9/1988
Educators Publishing Service	Cursive writing skills for left and right-handed students.	TX0006186011	3/14/2005
Educators Publishing Service	Duplicator masters for learning to use manuscript handwriting / Beth H. Slingerland, Marty S. Aho.	TX0001577649	5/21/1985
Educators Publishing Service, Inc.	Dyslexia over the lifespan : a fifty-five-year longitudinal study / Margaret B. Rawson.	TX0004050370	4/18/1995
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002251474	2/9/1988
Educators Publishing Service,	Dyslexia training program : schedule IIIB / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002704371	12/11/1989
Educators Publishing Service	Early reading comprehension in varied subject matter : book D.	TX0001501246	1/30/1985
Educators Publishing Service	Egg.	TX0006402185	6/30/2006
Educators Publishing Service	Einstein's who, what, and where : bk. 3 / Carol Einstein.	TX0006083201	12/23/2004
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading / by William F. McCart.	TX0004009354	1/26/1995
Educators Publishing Service, a division of School Specialty, Inc.	EPS Online Test Generator.	TX0007019706	8/31/2009
Educators Publishing Service	Explode the code 2 1/2.	TX0001867184	7/15/1986
Educators Publishing Service, Inc.	Explode the code : 3 / Nancy Hall, Rena Price ; [text ill. By Laura Price and Alan Price].	TX0002707533	10/30/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy Hall, Rena Price ; [text ill. By Laura Price and Alan Price].	TX0002707532	10/30/1989
Educators Publishing Service	Explode the code : [bk.] 3 / Nancy Hall, Rena Price.	TX0005696363	2/24/2003
Educators Publishing Service	Explode the code book 6.	TX0001573686	5/21/1985
Educators Publishing Service	Explode the code : book 8.	TX0001501242	1/30/1985
Educators Publishing Service	Explode the code books 1 and 2 : teacher's guide and key / Nancy M. Hall.	TX0006085243	12/23/2004
Educators Publishing Service	Explode the code, books 5 and 6 : teacher's guide and key / Nancy M. Hall.	TX0006083198	12/23/2004
Educators Publishing Service	Explode the code books 7 and 8 : teacher's guide and key / Nancy M. Hall.	TX0006085244	12/23/2004
Educators Publishing Service	Explode the code for English language learners.	TX0006211703	4/1/2005
Educators Publishing Service	Explode the code : teacher's guide for bks. 3 & 4.	TX0006171190	3/4/2005
Educators Publishing Service	Explode the code : teacher's guide for books A, B, and C.	TX0006211705	4/1/2005
Educators Publishing Service	Explore the code : placement tests for books A-C and 1-8.	TX0006124499	3/4/2005
Educators Publishing Service	Fossil fun / by Elissa Gershowitz ; illustrated by James Noel Smith.	TX0006419312	8/16/2006
Educators Publishing Service	Game plan : building language skills with games : a sourcebook for teaching the sentence / by Joanna W. Kennedy.	TX0005915727	2/17/2004
Educators Publishing Service	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0006018543	8/30/2004
Educators Publishing Service, Inc.	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0005578778	5/17/2002
Educators Publishing Service	Gifts for Cecil.	TX0006332452	5/5/2006
Educators Publishing Service	Glen's clubhouse.	TX0006409227	6/30/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Grizzlies.	TX0006332458	5/5/2006
Educators Publishing Service	Gulmamadak the Great.	TX0006447431	6/30/2006
Educators Publishing Service	Hop for soup.	TX0006420021	8/16/2006
Educators Publishing Service	Hungry raccoons.	TX0006358158	5/5/2006
Educators Publishing Service	Hurdles : MTA reader 4 / written and illustrated by Norma Jackson, Suzanne Brubaker, Joy Crouch.	TX0002725011	1/5/1990
Educators Publishing Service	Jump right into reading : a phonics-based reading and comprehension program / Jane Ervin ; ill. By Tatjana Mai-Wyss	TX0005989440	6/4/2004
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 2 / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005578779	5/17/2002
Educators Publishing Service	Just write : an elementary writing sourcebook : bk. 2, teacher's guide / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005659317	12/23/2002
Educators Publishing Service	Just write : creativity and craft in writing : teacher's guide / Alexandra S. Bigelow, Elise S. Wilmerding.	TX0006083199	12/23/2004
Educators Publishing Service	Keyboarding skills.	TX0006211638	4/1/2005
Educators Publishing Service	Learning to listen : a program to improve classroom listening skills in a variety of situations / by William F. McCart.	TX0002680281	10/20/1989
Educators Publishing Service	Letters have fun.	TX0006402186	6/30/2006
Educators Publishing Service	Level 7, blackline master.	TX0006420241	8/16/2006
Educators Publishing Service	Level 7 workbook.	TX0006420242	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Literacy Leaders: 10-Minute Lessons for Phonological Awareness.	TX0007045512	9/8/2009
Educators Publishing Service	Loch Ness monster : fact or fiction?	TX0006332453	5/5/2006
Educators Publishing Service	Making connections : bk. 1.	TX0006491878	1/9/2007
Educators Publishing Service	Making connections : bk. 2.	TX0006420244	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Making connections : bk. 5.	TX0006420240	8/16/2006
Educators Publishing Service	Making connections : bk. 6.	TX0006491877	1/9/2007
Educators Publishing Service	Making connections : book 3.	TX0006421617	8/16/2006
Educators Publishing Service	Making connections : book 4.	TX0006421616	8/16/2006
Educators Publishing Service	Making connections : book 5.	TX0006421615	8/16/2006
Educators Publishing Service	Max's pigpen.	TX0006358157	5/5/2006
Educators Publishing Service, a division of School Specialty, Inc.	MCI Aqua Library.	TX0007397294	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Aqua.	SR0000654688	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Crimson.	SR0000654689	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Gold.	SR0000654690	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Aqua.	TX0007170146	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Crimson.	TX0007170159	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Gold.	TX0007192438	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Aqua.	PA0001702201	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Crimson.	PA0001702204	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Gold.	PA0001702207	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Crimson Library.	TX0007397310	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Gold Library.	TX0007397326	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Pre- and Post-Tests.	TX0007177727	5/5/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	MCI Program Implementation Guide.	TX0007177724	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Aqua.	TX0007192403	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Crimson.	TX0007170119	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Gold.	TX0007192429	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Aqua.	TX0007192433	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Crimson.	TX0007177723	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Gold.	TX0007192408	5/5/2010
Educators Publishing Service	Megawords 1.	TX0001867425	7/15/1986
Educators Publishing Service	Megawords : 4.	TX0001451006	11/5/1984
Educators Publishing Service	Megawords 5 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001501256	1/30/1985
Educators Publishing Service	Megawords 7.	TX0001867429	7/15/1986
Educators Publishing Service	Megawords : assessment of decoding and encoding skills : a criterion-referenced test : test manual / Kristin Johnson.	TX0005755639	6/21/2003
Educators Publishing Service	More content words.	TX0006410178	5/5/2006
Educators Publishing Service	Mountain biking adventure.	TX0006447430	6/30/2006
Educators Publishing Service	MTA, multisensory teaching approach / Margaret Taylor Smith.	TX0002256034	2/9/1988
Educators Publishing Service	Multisensory teaching approach / by Margaret Taylor Smith.	TX0002258364	2/9/1988
Educators Publishing Service	Multisensory teaching approach program : 3[-5] / Margaret Taylor Smith.	TX0002622086	2/14/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Music shop bop.	TX0006402187	6/30/2006
Educators Publishing Service	My content words.	TX0006410177	5/5/2006
Educators Publishing Service	My special star.	TX0006332456	5/5/2006
Educators Publishing Service	Paragraph book : bk. 1, Writing the how-to paragraph : teacher's guide. / Diane Tucker-LaFlount.	TX0005659316	12/23/2002
Educators Publishing Service	Paragraph book : bk. 2 : writing the paragraph that tells a story / Dianne Tucker-LaPlount.	TX0005782787	6/21/2003
Educators Publishing Service	Paragraph book : bk. 3, writing expo paragraphs : the paragraph that names things, the example paragraph, the paragraph that tells why / Dianne Tucker-LaPlount.	TX0005915229	2/10/2004
Educators Publishing Service	Paragraph meaning 1 / Joanne Carlisle.	TX0003989437	12/15/1994
Educators Publishing Service	Peeramid : examiner's manual.	TX0001604650	5/21/1985
Educators Publishing Service	Pen pals.	TX0006332460	5/5/2006
Educators Publishing Service	Pennies.	TX0006332454	5/5/2006
Educators Publishing Service	Phonics for thought : bk. A / Lorna C. Reed with Louise S. O'Rourke ; illustrated by Edith D. Wile.	TX0002509438	2/14/1989
Educators Publishing Service	Phonics Plus A : English language learners differentiated instruction guide.	TX0006304351	1/6/2006
Educators Publishing Service	Phonics plus A : learning differences differentiated instruction guide / Renee A. Greenfield.	TX0006308053	1/6/2006
Educators Publishing Service	Phonics Plus A : literature chart.	TX0006323706	3/23/2006
Educators Publishing Service	Phonics plus A literature chart.	TX0006355260	2/13/2006
Educators Publishing Service	Phonics plus A : reteach and practice differentiated instruction guide.	TX0006373495	1/6/2006
Educators Publishing Service	Phonics Plus B : English language learners differentiated instruction guide.	TX0006304353	1/6/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Phonics Plus B : learning differences differentiated instruction guide.	TX0006304350	1/6/2006
Educators Publishing Service	Phonics plus B : reteach and practice : differentiated instruction guide / Beth G. Davis.	TX0006308054	1/6/2003
Educators Publishing Service	Phonics plus C.	TX0006420243	8/16/2006
Educators Publishing Service	Phonics Plus C : English language learners differentiated instruction guide.	TX0006304352	1/6/2006
Educators Publishing Service	Phonics Plus C : learning differences differentiated instruction guide.	TX0006299836	1/6/2006
Educators Publishing Service	Phonics plus decodable readers : level C.	TX0006496458	1/9/2007
Educators Publishing Service	Phonics Plus K.	TX0006299839	1/6/2006
Educators Publishing Service	Phonics Plus K.	TX0006299840	1/6/2006
Educators Publishing Service	Phonics plus picture glossary.	TX0006308264	1/6/2006
Educators Publishing Service	Piano lessons.	TX0006332455	5/5/2006
Educators Publishing Service	Pip and the snow cat.	TX0006358161	5/5/2006
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 2 / by Carol Clark and Alison Draper.	TX0005578780	5/17/2002
Educators Publishing Service	Pop and the bug.	TX0006358162	5/5/2006
Educators Publishing Service	Quit it, Frank! / by John Porell ; illustrated by Jamie Smith.	TX0006419314	8/16/2006
Educators Publishing Service	Rainbows.	TX0006421027	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Rainbows et al.	TX0007038240	9/3/2009
Educators Publishing Service	Rat on the mat.	TX0006409226	1/30/2006
Educators Publishing Service	Reading from scratch : teacher's manual.	TX0001867424	7/15/1986
Educators Publishing Service	Reading from scratch : workbook 2.	TX0001867428	7/15/1986

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Reading : the right start : a practical guide for teaching reading readiness and reading / Toni S. Guild.	TX0002250943	2/9/1988
Educators Publishing Service	Ready, set, go picture-letter cards / Nancy Hall.	TX0003071667	5/17/1991
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002251471	2/9/1988
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002509457	2/14/1989
Educators Publishing Service	Reasoning skills, paragraph meaning, sentence meaning, word meaning : lvl. 1.	TX0001867423	7/15/1986
Educators Publishing Service	Recipe for reading / Frances Bloom and Nina Traub.	TX0005601629	9/11/2002
Educators Publishing Service	Recipe for reading : intervention strategies for struggling readers.	TX0006173001	3/4/2005
Educators Publishing Service	Recipe for reading sequence chart and sound cards.	TX0006242894	3/14/2005
Educators Publishing Service	Recipe for reading : workbook, 1.	TX0006118865	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 2 / Connie Russo.	TX0006213853	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 3 / by Connie Russo.	TX0006124475	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 4 / Connie Russo.	TX0006124479	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 5 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124448	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 6 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124474	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 7.	TX0006211637	4/1/2005
Educators Publishing Service	Recipe for reading : workbook 8.	TX0006211706	4/1/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Rescue dogs et al.	TX0007038300	9/3/2009
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : bk. 3.	TX0006148033	12/23/2004
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : teacher's key, bk. 3.	TX0006211704	4/1/2005
Educators Publishing Service	Roberto Clemente.	TX0006421026	8/16/2006
Educators Publishing Service	Search and sort : discovering patterns in sounds, letters and words / Katherine Scrapper.	TX0005612966	9/9/2002
Educators Publishing Service	Senior précis practice pad : with examples taken from the essay type examinations formerly issued by the C. C. C. B., M. I. T., and Regents English examinations / by Paul W. Lehmann.	TX0002069179	2/11/1986
Educators Publishing Service	Shane.	TX0006332457	5/5/2006
Educators Publishing Service	Skating day.	TX0006332451	5/5/2006
Educators Publishing Service	Slingerland screening for identifying children with specific language disability : form A, B, C and teacher's manual.	TX0006173289	3/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Are Often Confused Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080673	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	Some Words Have Greek Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080649	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Have Latin Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080633	5/14/2009
Educators Publishing Service	Sound workbook : 1.	TX0001501243	1/30/1985
Educators Publishing Service	Specific dyslexia and other development problems in children : a synopsis / Lucius Waites.	TX0002724883	1/5/1990

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Specific dyslexia and other developmental problems in children : a synopsis / Lucius Waites.	TX0002778894	2/22/1990
Educators Publishing Service, Inc.	Spellbound : phonic reading & spelling / Elsie T. Rak.	TX0005093910	11/16/1999
Educators Publishing Service	Spelling dictionary for beginning writers / by Gregory Hurray.	TX0002250994	2/9/1988
Educators Publishing Service, Inc.	Spellwell : book A / Nancy Hall.	TX0004051343	10/26/1995
Educators Publishing Service	SPIRE decodable readers : set 1A.	TX0006496459	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 2A.	TX0006496409	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 2B.	TX0007056957	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 3A.	TX0006496457	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 3B.	TX0007056302	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 4A.	TX0006496411	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 5A.	TX0006496412	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 6A.	TX0006496410	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491884	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491885	1/9/2007
Educators Publishing Service	SPIRE—level 1 blackline master.	TX0006173140	3/4/2005
Educators Publishing Service	SPIRE level 1 reader / Sheila Clark-Edmands.	TX0006124477	3/4/2005
Educators Publishing Service	SPIRE—level 1 teacher's guide.	TX0006173141	3/4/2005
Educators Publishing Service	SPIRE level 2 blackline master.	TX0006149875	3/4/2005
Educators Publishing Service	SPIRE : level 2 teacher's guide / Sheila Clark-Edmands.	TX0006173291	3/4/2005
Educators Publishing Service	SPIRE : level 2, workbook.	TX0006367773	3/4/2005
Educators Publishing Service	SPIRE level 3 blackline master. / Sheila Clark-Edmands.	TX0006124478	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	SPIRE : level 3, reader.	TX0006118866	3/4/2005
Educators Publishing Service	SPIRE : level 3 teacher's guide / Sheila Clark-Edmands.	TX0006173292	3/4/2005
Educators Publishing Service	SPIRE : level 3, workbook.	TX0006118864	3/4/2005
Educators Publishing Service	SPIRE : level 4 blackline master / Sheila Clark-Edmands.	TX0006173290	3/4/2005
Educators Publishing Service	SPIRE : level 4 : teacher's guide.	TX0006118881	3/4/2005
Educators Publishing Service	SPIRE level 4 workbook / Sheila Clark-Edmands.	TX0006124476	3/4/2005
Educators Publishing Service	SPIRE : level 5 blackline master.	TX0006211690	4/1/2005
Educators Publishing Service	SPIRE : level 5 reader.	TX0006211693	4/1/2005
Educators Publishing Service	SPIRE : level 5 teacher's guide.	TX0006211636	4/1/2005
Educators Publishing Service	SPIRE : level 5 workbook.	TX0006211691	4/1/2005
Educators Publishing Service	SPIRE : level 6 blackline master.	TX0006299838	1/6/2006
Educators Publishing Service	SPIRE : level 6 reader.	TX0006299841	1/6/2006
Educators Publishing Service	SPIRE : level 6 teacher's guide.	TX0006299837	1/6/2006
Educators Publishing Service	SPIRE : level 6 workbook.	TX0006299842	1/6/2006
Educators Publishing Service	SPIRE : level 7 reader.	TX0006493326	1/9/2007
Educators Publishing Service	SPIRE : level 7 teacher's guide.	TX0006493317	1/9/2007
Educators Publishing Service	SPIRE level 8 blackline master.	TX0006491880	1/9/2007
Educators Publishing Service	SPIRE level 8 reader.	TX0006491883	1/9/2007
Educators Publishing Service	SPIRE level 8 teacher's guide.	TX0006491879	1/9/2007
Educators Publishing Service	SPIRE level 8 word cards : SPIRE.	TX0006378753	6/30/2006
Educators Publishing Service	SPIRE level 8 workbook.	TX0006491882	1/9/2007
Educators Publishing Service	SPIRE phonogram cards levels 1-5.	TX0006421025	8/16/2006
Educators Publishing Service	SPIRE : small letter cards : levels 1-5.	TX0006209169	8/3/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250531	2/9/1988
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250532	2/9/1988
Educators Publishing Service	Starting comprehension—stories to advance reading & thinking : starting phonetically 4 / Ann L. Staman.	TX0002253169	2/9/1988
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 1 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005788692	4/9/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 / by Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005637567	10/24/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 : teacher's guide / by Vera Schneider ; ill. By Ruth Linstromberg.	TX0005696362	2/24/2003
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0000193865	8/31/1978
Educators Publishing Service	Story of western civilization : bk. IV, the Renaissance / by Alan W. Riese.	TX0003135672	6/26/1991
Educators Publishing Service	Success stories 2 : 60 phonetically structured stories / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253171	2/9/1988
Educators Publishing Service	Success stories 2 : teaching manual / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253170	2/9/1988
Educators Publishing Service	Supplementary reading practice to accompany MTA reading and spelling kit 6 / masters by wordcrafters Janna Adair, Jill Davidson, Beverly Graham ... [et al.] ; teaching instructions Karen Saint Amour.	TX0003159633	9/10/2001
Educators Publishing Service	Surveys of problem-solving & educational skills : record form / developed under the direction of Lynn J. Meltzer.	TX0002052660	4/27/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Syllable plus : a game to teach syllable types : teacher's guide and answer key / Joan Mencke Stoner.	TX0001501982	1/30/1985
Educators Publishing Service	Teacher's guide for the paragraph : bk 3, writing expo paragraphs / Dianne Tucker-LaPlount.	TX0006083200	12/23/2004
Educators Publishing Service, Inc.	Teacher's script to accompany Alphabetic phonics 2 : a basic language curriculum for phonics, reading, writing, and spelling.	TX0000659557	4/1/1981
Educators Publishing Service	Ten essential vocabulary strategies, answer key for books 1-5.	TX0006261167	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : bk. 1 : practice for success on standardized tests / Lee Mountain.	TX0005914660	2/17/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 4 / Lee Mountain.	TX0006018744	8/30/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 5.	TX0006261168	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : practice for success on standardized tests : bk. 2 / Lee Mountain.	TX0005989439	6/4/2004
Educator's Publishing Service	Test book for Wordly wise 3000 : bk. 1.	TX0005612970	9/9/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 2.	TX0005637568	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 3.	TX0005612971	9/9/2002
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 4.	TX0005560051	9/18/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 5.	TX0005637569	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 6.	TX0005700461	2/24/2003
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 7.	TX0005744781	5/14/2003
Educators Publishing Service, Inc.	Test book for wordly wise 3000 : bk. A.	TX0005578773	6/26/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book B.	TX0005612973	9/9/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book C.	TX0005612974	9/9/2002
Educators Publishing Service	Test book for Worldly Wise 3000, book 8.	TX0005742334	6/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Test book for Worldly wise book 9 / written by Cynthia and Drew Johnson.	TX0005821902	10/24/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 1 / written by Robin Raymer ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915230	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 2 / written by Lorraine Sintetos ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915231	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 3 / written by Lorraine Sintetos ; editor, Stacy L. Nichols, managing editor, Sheila Neylon.	TX0005915232	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 4 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915227	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 5 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915228	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 6 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895723	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 7 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895724	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. A.	TX0005895727	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. B.	TX0005895726	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. C.	TX0005895725	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 8 / written by Cynthia and Drew Johnson.	TX0005887652	12/22/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 9 / written by Cynthia and Drew Johnson.	TX0005887651	12/22/2003
Educators Publishing Service	Uncle Paul's cane.	TX0006332459	5/5/2006
Educators Publishing Service	Vocabulary from classical roots : bk. 4.	TX0006491881	1/9/2007
Educators Publishing Service	Vocabulary from classical roots : bk. 6 : teacher's guide and answer key.	TX0006420239	8/16/2006
Educators Publishing Service	Vocabulary from classical roots : C / Norma Fifer, Nancy Flowers.	TX0002707174	12/13/1989
Educators Publishing Service	Wallet in the woods.	TX0006447432	6/12/2006
Educators Publishing Service	When hens shop.	TX0006358156	5/5/2006
Educators Publishing Service, Inc.	Wilson expanded syntax program : teacher's manual / Mary Sweig Wilson.	TX0000252292	4/16/1979
Educators Publishing Service	Wordly wise 3000 : bk. 1, concept cards and picture cards.	TX0006505577	1/9/2007
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004504280	3/7/1997
Educators Publishing Service	Wordly Wise 3000 Book 1 and Teacher's Resource Book.	TX0006829412	9/28/2007
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 10 Audio Recordings.	SR0000645711	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 2 Audio Recordings.	SR0000645710	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 3 Audio Recordings.	SR0000645716	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 4 Audio Recordings.	SR0000645714	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 9 Audio Recordings.	SR0000645709	1/14/2010
Educators Publishing Service	Wordly Wise 3000 Book K and Teacher's Resource Book.	TX0006829336	9/28/2007
Educators Publishing Service	Wordly Wise 3000.com.	TX0007128213	8/31/2009

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10.	TX0006829337	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10 Teacher's Resource Book.	TX0006829505	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11.	TX0006829341	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11 Teacher's Resource Book.	TX0006829491	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12.	TX0006829511	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12 Teacher's Resource Book.	TX0006829499	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2.	TX0006829353	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2 Teacher's Resource Book.	TX0006829492	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 3.	TX0006829327	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4.	TX0006829352	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4 Teacher's Resource Book.	TX0006829496	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5.	TX0006829334	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5 Teacher's Resource Book.	TX0006829503	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6.	TX0006829333	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6 Teacher's Resource Book.	TX0006829501	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7.	TX0006829331	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7 Teacher's Resource Book.	TX0006829497	1/3/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8.	TX0006829328	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8 Teacher's Resource Book.	TX0006829512	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9.	TX0006829355	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9 Teacher's Resource Book.	TX0006829510	9/28/2007
Educators Publishing Service	Wordly wise quickquiz.	TX0002767827	3/2/1990
Educators Publishing Service	Wordly wise readers : series A.	TX0001504309	1/25/1985
Educators Publishing Service	Wordly wise reading with writing and comprehension exercises : bk. 1[-2] / Kenneth Hodkinson.	TX0002526176	3/15/1989
Educators Publishing Service	Words are wonderful, an interactive approach to vocabulary : bk. 1 tests / Dorothy Grant Hennings ; lesson test written by Mark Lyons.	TX0005713988	4/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 2 / Dorothy Grant Hennings ; ill. By John L. Garcia.	TX0005836551	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 3 / Dorothy Grant Hennings ; ill. By John L. Garcia.	TX0005989443	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 4 : teacher's guide.	TX0006289616	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 3 tests / Dorothy Grant Hennings.	TX0005989354	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 4.	TX0006289618	8/3/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for bk. 2 / Dorothy Grant Hennings.	TX0005821879	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for book 4.	TX0006289617	8/3/2005
Educators Publishing Service	Words are wonderful : bk. 1 : an interactive approach to vocabulary / Dorothy Grant Hennings.	TX0006211214	3/20/2003
Educators Publishing Service	Words are wonderful : bk. 3 : an interactive approach to vocabulary / Dorothy Grant Hennings ; ill. By John L. Garcia.	TX0005914664	2/17/2004
Educators Publishing Service	Words are wonderful : bk. A and tests for bk. A.	TX0006420245	8/16/2006
Educators Publishing Service,	Worldly wise 3000 : bk. C / Kenneth Hodkinson & Sandra Adams.	TX0005578776	5/17/2002
Educators Publishing Service	Worldly Wise 3000 Second Edition Book 3 Teacher's Resource Book.	TX0006829490	9/28/2007
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 1-5.	TX0005821878	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 6-9.	TX0005821876	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books A, B & C.	TX0005821877	10/24/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Worldly Wise 3000 book K concept cards and picture cards.	TX0006501087	1/9/2007
Educators Publishing Service	Write about me / Elsie S. Wilmerding ; ill. By George Ulrich.	TX0005914669	2/17/2004
Educators Publishing Service	Write about my world / Elsie S. Wilmerding ; ill. By George Ulrich.	TX0005914661	2/17/2004
Educators Publishing Service, Inc.	Writing skills : bk. 2 / Diana Hanbury King.	TX0006083206	12/23/2004
Educators Publishing Service, Inc.	Writing skills : bk. 3 / Diana Hanbury King.	TX0005578777	5/17/2002
Educators Publishing Service	Writing skills : teacher's handbook / Diana Hanbury King.	TX0005989442	6/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	A Red Sash, et al.	TX0007035790	9/3/2009
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set A.	SR0000651606	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set B.	SR0000651605	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set C.	SR0000651607	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set D.	SR0000651608	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Comprehension Workbook 6.	TX0007124841	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6 Blackline Masters.	TX0007019620	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Set 6 Storybooks.	TX0007124783	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Practice Book.	TX0007166870	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Sourcebook for Teachers.	TX0007166891	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Storybooks 6.	SR0000647962	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Worldly Wise 3000 Book 11 Audio Recordings.	SR0000648553	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Worldly Wise 3000 Book 12.	SR0000648555	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Worldly Wise 3000 Book 5.	SR0000648554	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Worldly Wise 3000 Book 6.	SR0000649243	1/11/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 7.	SR0000648552	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 8.	SR0000648556	1/11/2010
Educators Publishing Service	30 roots to grow on : a teacher's guide for the development of vocabulary / Carol Murray and Jenny Munro.	TX0002707275	12/13/1989
Educators Publishing Service, Inc.	Alphabet series.	SR0000311249	4/9/2002
Educators Publishing Service, Inc.	Alphabet series / compiled by Frances Bloom ; illustrated by Mary Geiger ; stories by Frances Bloom, Deborah Coates, Mary Geiger ... [et al.]	TX0005504305	4/9/2002
Educators Publishing Service, Inc.	Alphabetic phonics : workbook 1.	TX0004446500	12/16/1996
Educators Publishing Service, Inc.	Alphabetic phonics. Workbook 1. By Georgie Green.	RE0000701592	4/10/1995
Educators Publishing Service, Inc.	Alphadeck guide : 21 letter-card games in alphabetizing, phonics, and spelling skills / by Karen Barriere.	TX0001005848	10/15/1982
Educators Publishing Service, Inc.	America becomes a giant / by Franklin Escher, Jr.	TX0003444588	12/17/1992
Educators Publishing Service	Analogies : 1 / Arthur Liebman.	TX0002759193	2/23/1990
Educators Publishing Service	Analogies 2 / Arthur Liebman.	TX0002707212	12/13/1989
Educator's Publishing Service, Inc.	Analogies 3 : 8 vocabulary and 4 analogy quizzes / Arthur Liebman.	TX0002250609	2/9/1988
Educators Publishing Service, Inc.	Association method drop drill flip book : nonsense syllable practice based on selected Northampton symbols / contributors, Daphne Cornett, Maureen K. Martin.	TX0005504384	4/9/2002
Educators Publishing Service, Inc.	Attack math : addition 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440549	11/5/1984
Educators Publishing Service	Attack math : addition 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510858	1/30/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681559	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681562	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681563	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge : division, [book] 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001588498	5/21/1985
Educators Publishing Service	Attack math : division 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510860	1/30/1985
Educators Publishing Service	Attack math : multiplication 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510859	1/30/1985
Educators Publishing Service, Inc.	Attack math : subtraction 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440550	11/5/1984
Educators Publishing Service [sic]	Beginning paragraph meaning / Joanne Carlisle.	TX0002055602	4/27/1987
Educators Publishing Service, Inc.	Beginning reasoning & reading / Joanne Carlisle.	TX0005563746	6/17/2002
Educators Publishing Service	Beginning reasoning skills / Joanne Carlisle.	TX0002072302	4/27/1987
Educators Publishing Service, Inc.	Beyond the code : book 2 / Nancy M. Hall ; illustrated by Hugh Price.	TX0005418389	4/13/2001
Educators Publishing Service, Inc.	Beyond the code : comprehension and reasoning skills : bk. 3 / Nancy M. Hall ; illustrated by Hugh Pirce and Alan Price.	TX0005342658	8/2/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Bird watch / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989450	6/21/2004
Educators Publishing Service, Inc.	Bookwise : a literature guide [by] Barbara Moross, Sonia Landes, Molly Flender, The Phantom Tollbooth. / written by Norton Juster ; illustrated by Jules Feiffer.	TX0005091729	11/16/1999
Educators Publishing Service, Inc.	Building language skills : readiness for reading : book A / Lida Helson and Ahna Fiske.	TX0000168802	12/26/1978
Educators Publishing Service, Inc.	Building language skills : teacher's guide / by Lida Helson and Ahna Fiske.	TX0000223233	3/16/1979
Educators Publishing Service, Inc.	Building mathematical thinking : bk. 3 : skinny concepts / Marsha Stanton.	TX0005505221	4/9/2002
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts : bk. 1 / Marsha Stanton.	TX0005453838	9/4/2001
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts, bk. 2 / Marsha Stanton.	TX0005204105	7/27/2000
Educators Publishing Service, Inc.	Charlotte's web : a literature guide / Sonia Landes, 1925-, and Molly Flender, 1935-.	TX0005093770	11/16/1999
Educators Publishing Service, Inc.	Clancy races / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994319	6/21/2004
Educators Publishing Service, Inc.	Classroom strategies to aid the disabled learner : with glossary / Jean Abbott.	TX0000206533	3/16/1979
Educators Publishing Service, Inc.	Code cards : key word picture and letter cards for explode the code 1 to 3 1/2 / Nancy Hall, Dawn Towle.	TX0004030257	4/18/1995
Educators Publishing Service, Inc.	Colt for Jenny / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989448	6/21/2004
Educators Publishing Service, Inc.	Composition 1 / Sara Hickman.	TX0001104556	1/13/1983
Educators Publishing Service, Inc.	Composition : book 3.	TX0001315807	4/4/1984
Educators Publishing Service, Inc.	Composition : book II / Sara Hickman.	TX0000223235	3/19/1979
Educators Publishing Service, Inc.	Composition : book III / Sara Hickman.	TX0000223236	3/19/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Computation basics : book 1 / by Janet A. Alford and Lynda R. Solms.	TX0000584747	11/24/1980
Educators Publishing Service, Inc.	Computation basics : book 5 / by Janet A. Alford and Lynda R. Solms.	TX0001220396	10/6/1983
Educators Publishing Service, Inc.	Daily phonics lessons : folding mini workbooks / Lori Bloom, Norma Childs, Judith Erickson, Linda Gray.	TX0005476786	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 3 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504336	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 4 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504338	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 5 / Rob Frieske, Pat Healy, Deborah Howe, Jan Oberg, Judy Pavlicek, Pat Rainholt, Mike Smith.	TX0005612972	9/9/2002
Educators Publishing Service	Developmental variation and learning disorders / Melvin D. Levine ; with an appendix by Betty N. Gordon and Martha S. Reed.	TX0002249366	2/9/1988
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002250528	2/9/1988
Educators Publishing Service, Inc.	Dyslexia training program—progress measurements, schedules I, II, and III : student's book / Mary Baertch Rumsey.	TX0003321738	5/20/1992
Educators Publishing Service	Dyslexia training program : the alphabet, spelling exercises, and review of schedule III / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002712008	12/11/1989
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. A / Jane Ervin.	TX0005563743	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. B / Jane Ervin.	TX0005563776	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. D / Jane Ervin ; illustrated by Anne Lord.	TX0005585784	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book A / by Jane Ervin.	TX0000929727	5/13/1982
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book B[-C] : literature, the arts, social studies, science, general topics, logical thinking, mathematics / by Jane Ervin ; [illustrated by George Phillips]	TX0001004405	10/28/1982
Educators Publishing Service	Elements of clear thinking : accurate communication / by William F. McCart.	TX0001503606	1/25/1985
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading.	TX0001453984	11/5/1984
Educators Publishing Service, Inc.	Elements of clear thinking : sound reasoning / by William F. McCart.	TX0001172898	8/8/1983
Educators Publishing Service, Inc.	Ella / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995356	6/21/2004
Educators Publishing Service, Inc.	Energy horizons : book 1, Energy sources / by Christina G. Miller and Louise A. Berry ; [illustrated by Melinda Vinton].	TX0001063640	1/12/1983
Educators Publishing Service, Inc.	Energy horizons : book 2, electrical energy / by Christine G. Miller and Louise A. Berry ; [illustrated by Anne Lord]	TX0001375285	7/6/1984
Educators Publishing Service, Inc.	Energy horizons : teacher's guide / by Christina G. Miller and Louise A. Berry.	TX0001220397	10/6/1983
Educators Publishing Service, Inc.	English elements : bk. 1 / Arthur Liebman.	TX0004493516	3/7/1997
Educators Publishing Service, Inc.	English elements : bk. 1, quizzes / Arthur Leibman.	TX0004650123	10/17/1997
Educators Publishing Service, Inc.	English elements : bk. 2 / Arthur Liebman.	TX0005158382	3/9/2000
Educators Publishing Service	Experimenting with numbers : a guide for preschool, kindergarten, and first grade teachers / Margaret Stern ; illustrated by John Roberts.	TX0002277916	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Explode the code : 1 1/2 / Nancy Hall, Rena Price.	TX0001364683	6/25/1984
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price.	TX0003551080	5/11/1993
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price ; [text ill. By Alan Price and Laura Price].	TX0001374905	7/6/1984
Educators Publishing Service, Inc.	Explode the code : 2.	TX0001454067	11/5/1984
Educators Publishing Service, Inc.	Explode the code 2 1/2 / Nancy Hall, Rena Price.	TX0003918334	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. By Laura Price and Alan Price.	TX0003918305	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. By Laura Price and Alan Price.	TX0002718356	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 3.	TX0001454068	11/5/1984
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0005585782	6/17/2002
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0003585124	8/2/1993
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price ; [text ill. By Andrew Mockler]	TX0000835245	12/7/1981
Educators Publishing Service, Inc.	Explode the code 3 / Nancy Hall, Rena Price.	TX0003918332	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. By Andrew Mockler].	TX0003345488	6/18/1992
Educators Publishing Service	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. By Andrew Mockler]	TX0001009218	11/4/1982
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy M. Hall, Rena Price.	TX0005563777	6/17/2002
Educators Publishing Service, Inc.	Explode the code 4 / Nancy Hall, Rena Price.	TX0003918333	10/20/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Explode the code : 4 / Nancy Hall, Rena Price.	TX0001503573	1/25/1985
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy M. Hall, Rena Price.	TX0005563775	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 1/2 / Nancy M. Hall.	TX0005563779	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 / Nancy Hall, Rena Price.	TX0005565755	6/17/2002
Educators Publishing Service	Explode the code : 5 / Nancy Hall, Rena Price ; [ill. By Laura Price and Alan Price]	TX0001503531	1/25/1985
Educators Publishing Service, Inc.	Explode the code 6 / Nancy Hall, Rena Price.	TX0003918331	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 6 / Nancy M. Hall, Rena Price.	TX0005563778	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 7 / Nancy Hall, Rena Price.	TX0005565754	6/17/2002
Educators Publishing Service, Inc.	Explode the code, 8 / Nancy Hall, Rena Price.	TX0005599906	6/17/2002
Educators Publishing Service, Inc.	Explode the code : [book] 5 / Nancy Hall, Rena Price ; [text ill. By Laura Price and Alan Price].	TX0000196155	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 6 / Nancy Hall, Rena Price.	TX0000196154	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 7 / Nancy Hall, Rena Price ; [text ill. By Alan Price, Laura Price, Andrew Mockler, and Meg Rosoff].	TX0000441345	3/11/1980
Educators Publishing Service, Inc.	Explode the code : [book] 8 / Nancy Hall, Rena Price.	TX0001364682	6/25/1984
Educators Publishing Service, Inc.	Fisher-Landau early childhood screening (FLECS)	TX0004242753	3/15/1996
Educators Publishing Service, Inc.	Fractions 1[-3] / Dawny Gershkowitz.	TX0001681567	10/25/1985
Educators Publishing Service, Inc.	Fractions 4 : multiplication and division / Dawny Gershkowitz.	TX0003069071	5/17/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	From the mixed-up files of Mrs. Basil E. Frankweiler, written and illustrated by E. L. Konigsburg / Christine Doyle Francis.	TX0005358475	4/13/2001
Educators Publishing Service, Inc.	Get Dad lost / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995357	6/21/2004
Educators Publishing Service, Inc.	Gillingham manual : remedial training for students with specific disability in reading, spelling, and penmanship / Anna Gillingham, Bessie W. Stillman.	TX0005370833	4/13/2001
Educators Publishing Service, Inc.	Guide for teaching poetry in three dimensions : reading, writing and critical thinking through poetry : bk. 1 / by Carol Clark and Alison Draper.	TX0005505903	4/9/2002
Educators Publishing Service, Inc.	Hatchet [by] Gary Paulsen / Jon C. Stott.	TX0005358477	4/13/2001
Educators Publishing Service, Inc.	Helping kids write : a practical guide for teaching children to express themselves on paper : for grades 5-8 / by Sarah Bayne.	TX0000460212	4/10/1980
Educators Publishing Service, Inc.	Improving composition through a sentence study of grammar and usage : teaching guide and answer key / by Carol Compton.	TX0000137800	10/30/1978
Educators Publishing Service, Inc.	It's elementary! : 230 math word problems : bk. A / M. J. Owen.	TX0005430358	8/2/2001
Educators Publishing Service, Inc.	It's elementary! 275 math word problems : bk. 1 / M. J. Owen.	TX0005158383	3/9/2000
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 2 / M. J. Owen.	TX0005370823	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 3 / M. J. Owen.	TX0005370822	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : reasoning, estimating, and rounding : a companion to It's elementary! 275 math word problems / M. J. Owen.	TX0005370831	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Josh, the collector / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994320	6/21/2004
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1. By Earl F. Wood.	RE0000555486	12/6/1991
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662207	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 2: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662206	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises : book 1 / by Earl F. Wood.	TX0000151565	10/30/1978
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0001446524	11/5/1984
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0000366871	11/19/1979
Educators Publishing Service, Inc.	Junior vocabulary builder. By Austin Melvin Works.	RE0000060027	12/5/1979
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 1 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. By George Ulrich.	TX0005509227	4/9/2002
Educators Publishing Service, Inc.	Just write : creativity and craft in writing : bk. 3 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. By George Ulrich.	TX0006005940	8/10/2004
Educators Publishing Service, Inc.	Justin's house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989446	6/21/2004
Educators Publishing Service, Inc.	Key word clues : the riddle deck / by Beverly Graham.	TX0003849249	9/9/1994
Educators Publishing Service, Inc.	Keyboarding skills : all grades / Diana Hanbury King.	TX0002072304	4/27/1987
Educators Publishing Service, Inc.	Kids and critters / written by Barbara Sokolski ; illustrated by Jeannie Donovan.	TX0003673261	12/3/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	King Hank / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995353	6/21/2004
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts : bk. 2 / Eldra O'Neal, Beverly Wolf.	TX0002052647	4/27/1987
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts, book 2 : teaching manual / Eldra O'Neal, Beverly Wolf.	TX0002052994	5/1/1987
Educators Publishing Service, Inc.	Language tool kit / by Paula D. Rome and Jean S. Osman.	TX0000752150	8/6/1981
Educators Publishing Service, Inc.	Learning grammar through writing / by Sandra M. Bell, James I. Wheeler.	TX0001374904	7/6/1984
Educators Publishing Service, Inc.	Learning to listen.	SR0000310561	4/13/2001
Educators Publishing Service, Inc.	Legends and other tales / written by Tanya Hayes Lee ; illustrated by Jeannie Donovan.	TX0003673257	12/3/1993
Educators Publishing Service, Inc.	Literacy program : Texas Scottish Rite Hospital, Dallas, Texas : student book 3-4, lessons 61-160 / Joan Keagy, Ann Sanders.	TX0003346422	6/16/1992
Educators Publishing Service, Inc.	Literature guide to Bridge to Terabithia, written by Katherine Paterson, illustrated by Donna Diamond / by Sonia Landes and Molly Flender.	TX0005148642	11/16/1999
Educators Publishing Service, Inc.	Looking into math : bk. 3 / Susan Gardner and Silvia Acosta.	TX0005872761	6/17/2002
Educators Publishing Service, Inc.	Looking into math / Cathy Feldman and Barbara Peckham.	TX0005563780	6/17/2002
Educators Publishing Service, Inc.	Looking into math : Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0005565757	6/17/2002
Educators Publishing Service, Inc.	Lunch on a raft / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995354	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Mandy / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995352	6/21/2004
Educators Publishing Service, Inc.	Manual de ensenanza del lenguaje / by Paula D. Rome and Jean S. Osman.	TX0003526550	12/17/1992
Educators Publishing Service, Inc.	Math & writing : fourteen language arts lessons for students who like math.	TX0001315809	4/4/1984
Educators Publishing Service	Math and writing 2 : paragraphing skills for students who like math / Robert A. Pauker.	TX0002250533	2/9/1988
Educators Publishing Service, Inc.	Math investigations : bk. 1 : Ridgewood, New Jersey, Public Schools / Cathy Feldman and Barbara Peckham.	TX0004749016	4/10/1998
Educators Publishing Service, Inc.	Math investigations Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0004771868	4/10/1998
Educators Publishing Service, Inc.	Megawords 1 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001063639	1/12/1983
Educators Publishing Service, Inc.	Megawords 2 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001172899	8/8/1983
Educators Publishing Service, Inc.	Megawords : 3 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001364686	6/25/1984
Educators Publishing Service, Inc.	Megawords 4.	TX0003853927	12/8/1994
Educators Publishing Service	Megawords 6 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001588499	5/21/1985
Educators Publishing Service	Megawords 8 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0002250530	2/9/1988
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0003551906	5/11/1993
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0000873198	2/23/1982
Educators Publishing Service, Inc.	Moon zoo / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995351	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter / Jane Ervin.	TX0005370824	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 2 / Jane Ervin.	TX0005370825	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 3 / Jane Ervin.	TX0005370827	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 4 / Jane Ervin.	TX0005370826	4/13/2001
Educators Publishing Service, Inc.	MTA, multisensory teaching approach : 4.	TX0003551957	5/11/1993
Educators Publishing Service, Inc.	MTA : Multisensory teaching approach : reading and spelling : 6 / Margaret Taylor Smith.	TX0002931492	9/7/1990
Educators Publishing Service, Inc.	MTA program introduction / Margaret Taylor Smith.	TX0002987791	1/14/1991
Educators Publishing Service, Inc.	Multi-sensory approach to language arts for specific language disability children : bk. 1 : a guide for primary teachers / Beth H. Slingerland.	TX0004675765	10/17/1997
Educators Publishing [sic] Service	Multisensory teaching approach : alphabet and dictionary skills guide / by Edith A. Hogan and Margaret Taylor Smith.	TX0002250529	2/9/1988
Educators Publishing Service, Inc.	Multisensory teaching approach : kit 7.	TX0003574976	5/11/1993
Educators Publishing Service, Inc.	Multisensory teaching approach / Margaret Taylor Smith.	TX0002638355	2/14/1989
Educators Publishing Service, Inc.	Mystery of the missing marble / written by Tanya Auger ; illustrated by Andrew Kuan.	TX0005285009	1/18/2001
Educators Publishing Service, Inc.	Number the stars [by] Lois Lowry / Joel D. Chaston.	TX0005358476	4/13/2001
Educators Publishing Service, Inc.	Pediatric examination of educational readiness at middle childhood : Peeramid 2 : examiner's manual / developed under the direction of Melvin D. Levine.	TX0004191215	1/18/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Peeramid 2, examiner's manual / Melvin D. Levine.	TX0004491668	3/5/1997
Educators Publishing Service, Inc.	PEEX 2 (pediatric early elementary examination) / developed under the direction of Melvin D. Levine.	TX0004170509	12/13/1995
Educators Publishing Service, Inc.	PEEX 2—pediatric early elementary examination : examiner's manual / developed under the direction of Melvin D. Levine, further developed by Melvin D. Levine and Adrian D. Sandler.	TX0004760199	4/10/1998
Educators Publishing Service, Inc.	PEEX II : the pediatric early elementary examination : examiner's guidelines.	TX0003280801	3/20/1992
Educators Publishing Service, Inc.	Phil the flea / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989453	6/21/2004
Educators Publishing Service, Inc.	Phonetic primers / by Carolyn Smith ; [illustrated by Suzanne Sugar].	TX0000379636	12/6/1979
Educators Publishing Service, Inc.	Phonics drill cards update deck.	TX0004817023	4/10/1998
Educators Publishing Service, Inc.	Phonics drill cards with pictures for reading and spelling.	TX0004766616	4/10/1998
Educators Publishing Service, Inc.	Phonogram, suffix, and prefix strips for classroom use.	TX0003685823	12/3/1993
Educators Publishing Service, Inc.	Plain talk about KIDS, Kids inclined toward difficulty in school / Alice P. Thomas, editor.	TX0004193513	1/18/1996
Educators Publishing Service, Inc.	Poetry in six dimensions : teacher's guide / Carol Clark and Norma Fifer.	TX0005204036	3/9/2000
Educators Publishing Service, Inc.	Poetry in six dimensions ; 20 th century voices / Carol Clark and Norma Fifer.	TX0005174978	3/9/2000
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 1 / Carol Clark and Alison Draper.	TX0005430359	8/2/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Pragmatic approach to the evaluation of children's performances on pre-reading screening procedures to identify first grade academic needs / Beth H. Slingerland.	TX0000379635	12/6/1979
Educators Publishing Service, Inc.	Pre-reading screening procedures and Slingerland screening tests for identifying children with specific language disability : technical manual / by Susanne P. Fulmer.	TX0000575574	10/27/1980
Educators Publishing Service, Inc.	Primary analogies : bk. 2, critical and creative thinking / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004663192	11/10/1997
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking.	TX0004771869	4/10/1998
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking : bk. 1 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004446499	12/16/1996
Educators Publishing Service, Inc.	Primary analogies—critical and creative thinking : bk. 2 : teacher's guide and answer key.	TX0004760200	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension : book 8 : in varied subject matter / by Jane Ervin.	TX0000537203	8/18/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / by Jane Ervin.	TX0004772040	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0005563742	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0004660250	10/31/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / by Jane Ervin.	TX0003952637	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / Jane Ervin.	TX0005563738	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752261	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 3 / by Jane Ervin.	TX0004760201	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 4 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752262	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 9 / by Jane Ervin.	TX0003952635	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0001503659	1/25/1985
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0000486511	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 10 : literature, combined subjects, social studies, science, the arts, philosophy, logic and language, mathematics / by Jane Ervin.	TX0001004406	10/28/1982
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 4 / Jane Ervin.	TX0000486512	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 5 / Jane Ervin.	TX0000486514	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / by Jane Ervin.	TX0000738155	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / Jane Ervin.	TX0004474444	1/2/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 7 / by Jane Ervin.	TX0000738153	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 9 / by Jane Ervin.	TX0000826211	12/7/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book[s] 2 [& 3] / Jane Ervin.	TX0000486513	6/2/1980
Educators Publishing Service, Inc.	Reading for content : bk. 2 / Carol Einstein.	TX0004446347	1/2/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Reading from scratch/R F S phonics.	TX0001449034	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : RfS/workbook 1 / Dorothy VanDenHonert.	TX0001440547	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : workbook 1.	TX0004084426	8/11/1995
Educators Publishing Service	Reading from scratch : word lists and sentences for dictation / Dorothy VanDenHonert.	TX0001503572	1/25/1985
Educators Publishing Service, Inc.	Reasoning & reading : level 2 / Joanne Carlisle.	TX0005563744	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / by Joanne Carlisle.	TX0001040488	1/12/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / Joanne Carlisle.	TX0005585781	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 : teacher's guide and answer key / by Joanne Carlisle.	TX0001172897	8/8/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 2 / by Joanne Carlisle.	TX0001315796	4/4/1984
Educators Publishing Service, Inc.	Recipe for reading : bk. 4-6 / Connie Russo, Shirli Kohn.	TX0003453668	12/30/1992
Educators Publishing Service, Inc.	Recipe for reading workbook 2 / Connie Russo, Shirli Kohn.	TX0005495737	4/13/2001
Educators Publishing Service	Recipe for reading : workbook 3 / Connie Russo, Shirli Kohn.	TX0003071671	5/17/1991
Educators Publishing Service, Inc.	Recipe for reading : workbook 7 / Connie Russo, Shirli Kohn.	TX0003458075	12/30/1992
Educators Publishing Service	Recipe for reading workbooks : 1 / Connie Russo, Shirli Kohn.	TX0002817251	5/3/1990
Educators Publishing Service, Inc.	Return to Aztlan : a history of the Mexican American experience / by Alan Riese and Beverley W. Rodgers.	TX0000366872	11/19/1979
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 : answer key.	TX0004129993	11/30/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 / by George Libonate, Jr., with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004048746	5/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 1 / George Libonate, Jr., with Geraldine Brunner, Deborah Burde, Marianne Williams, Theresa Wiss.	TX0003873693	8/19/1994
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004303545	5/22/1996
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004504568	3/7/1997
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 4 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370829	4/13/2001
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 5 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370830	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 1 / Nancy Bison and Terri Wiss.	TX0005370819	4/13/2000
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 2 / Nancy Bison and Terri Wiss.	TX0005370815	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 3 / Nancy Bison and Terri Wiss.	TX0005510275	4/9/2002
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program / Jane Ervin.	TX0005348540	2/9/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program : teacher's key / Jane Ervin.	TX0005348541	2/9/2001
Educators Publishing Service, Inc.	Rights of parents and responsibilities of schools / compiled by James G. Meade.	TX0000223234	3/16/1979
Educators Publishing Service	Rules of the game : 2 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002707208	12/13/1989
Educators Publishing Service, Inc.	Rules of the game, 3 / Mary Page, Peter Guthrie, Sloan Sable.	TX0003979276	2/23/1995
Educator's Publishing Service, Inc.	Rules of the game : bk. 3, teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0003069072	5/17/1991
Educators Publishing Service	Rules of the game : grammar through discovery : 1 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002709084	12/13/1989
Educators Publishing Service	Rules of the game : grammar through discovery : 2 : teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0002759191	2/23/1990
Educators Publishing Service, Inc.	Sarah, plain and tall / by Patricia MacLachlan.	TX0005086472	11/16/1999
Educators Publishing Service, Inc.	Senior English review exercises / by Earl F. Wood.	TX0000538125	8/19/1980
Educators Publishing Service, Inc.	Senior English review exercises. By Earl F. Wood.	RE0000555487	12/6/1991
Educators Publishing Service, Inc.	Senior English review exercises; teacher's guide. Text: Earl F. Wood, -1960.	RE0000662205	1/10/1994
Educators Publishing Service, Inc.	Sentence power : an approach to beginning reading / by Francee R. Sugar, Jeanette Jefferson Jansky, Martin J. Hoffman, Joan Layton, Catherine Lipkin ; edited by Virginia V. James Hlavsa.	TX0004084033	8/11/1995
Educators Publishing Service, Inc.	Sequential seasonal activities : book 2 / Eldra O'Neal, Bev Wolf.	TX0001009217	11/4/1982
Educators Publishing Service, Inc.	Situation learning : schedule I.	TX0001444214	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Skinny concepts : teacher's journal, bk. 2 / Marsha Stanton.	TX0005200138	7/27/2000
Educators Publishing Service	Slingerland approach : an effective strategy for teaching spelling / Nancy Cushen White.	TX0002707214	12/13/1989
Educators Publishing Service, Inc.	Snake for Jake / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989452	6/21/2004
Educators Publishing Service, Inc.	So many bridges / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994318	6/21/2004
Educators Publishing Service, Inc.	Solving language difficulties : remedial routines / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0001364687	6/25/1984
Educators Publishing Service, Inc.	Solving language difficulties, remedial routines : answer key / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0004775832	4/10/1998
Educators Publishing Service, Inc.	Solving language difficulties—remedial routines. By Amey Steere, Caroline Z. Peck & Linda Kahn.	RE0000649394	1/10/1994
Educators Publishing Service, Inc.	Spell of words : teacher's manual / by Elsie T. Rak.	TX0000513996	7/14/1980
Educators Publishing Service, Inc.	Spellbinding 1, workbook of spelling exercises ; Spellbinding 2, workbook of spelling exercises / by Elsie T. Rak.	TX0000151566	5/23/1978
Educators Publishing Service, Inc.	Spelling dictionary for writers : a resource for independent writing: bk. 2 / by Gregory Hurray.	TX0005584921	5/17/2002
Educators Publishing Service, Inc.	Spelling practice guide : 1-2.	TX0003369705	8/6/1992
Educators Publishing Service, Inc.	Spellwell : bk. A / Nancy Hall.	TX0005563745	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Aa / Nancy Hall.	TX0005563741	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. AA / Nancy Hall.	TX0004191219	1/18/1996
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0005563763	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0004049471	1/9/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Spellwell : bk. BB / Nancy Hall.	TX0005585780	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Bb / Nancy Hall.	TX0003974732	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. C, CC : teacher's guide and answer key / Nancy M. Hall.	TX0004761367	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005563737	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005276407	9/29/2000
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy Hall.	TX0005563740	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy M. Hall.	TX0004756099	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. D[-DD] / Nancy Hall.	TX0005370820	4/13/2001
Educators Publishing Service, Inc.	Spellwell : bks. B Bb : teacher's guide and answer key / Nancy Hall.	TX0004048747	5/30/1995
Educators Publishing Service, Inc.	Spotless house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995355	6/21/2004
Educators Publishing Service	Starting over—a literacy program : a combined teaching manual and student textbook for reading, writing, spelling, vocabulary, and handwriting / Joan Knight.	TX0002057007	4/27/1987
Educators Publishing Service, Inc.	Stewart English program : bk. 1, principles plus ... : teacher's guide / Donald S. Stewart.	TX0004649165	10/17/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 2, Grammar plus ... / Donald S. Stewart.	TX0004504195	3/7/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 3, Writing plus ... / Donald S. Stewart.	TX0004455737	1/2/1997
Educators Publishing Service, Inc.	Stories, skills & drills in phonetic reading, comprehension, and pattern spelling : book 1 / Mary Christmas Writer.	TX0001063642	1/12/1983
Educators Publishing Service, Inc.	Stories, skills & drills : teacher's resource manual, book 1 / Mary Christmas Writer.	TX0001001519	10/15/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : bk. 1 / Karen Smith ; ill. By Julia Smith.	TX0005358479	4/13/2001
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : teacher's guide / Karen Smith ; ill. By Julia Smith.	TX0005358480	4/13/2001
Educators Publishing Service	Story of the U. S. A., book 1, Explorers and settlers / by Franklin Escher, Jr.	TX0001503602	1/25/1985
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0001440548	11/5/1994
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0001364684	6/25/1984
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0000168803	12/26/1978
Educators Publishing Service, Inc.	Story of the USA : bk. 1, explorers and settlers : teacher's guide / Franklin Escher, Jr.	TX0003369702	8/6/1992
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems / by Franklin Escher, Jr.	TX0003724004	3/21/1994
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems : teacher's guide and answer key / by Franklin Escher, Jr.	TX0004026845	1/26/1995
Educators Publishing Service, Inc.	Story of western civilization : bk. 2, Greece and Rome build great civilizations / Alan W. Riese and Herbert J. LaSalle.	TX0003993141	1/23/1995
Educators Publishing Service, Inc.	Story of western civilization : the Middle Ages : bk. 3 / by Alan W. Riese and Herbert J. LaSalle.	TX0005370817	4/13/2001
Educators Publishing Service, Inc.	Structural arithmetic III : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0003369701	8/6/1992
Educators Publishing Service	Structural arithmetic II / Margaret Stern, Toni S. Gould.	TX0002707213	12/13/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Structural arithmetic : II : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0002763549	2/22/1990
Educators Publishing Service, Inc.	Success stories 1 / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0000826209	12/7/1981
Educators Publishing Service, Inc.	Success stories : teacher's manual.	TX0001315808	4/4/1984
Educators Publishing Service, Inc.	Sugar scoring system for the Bender-Gestalt / Francee R. Sugar.	TX0004752052	4/10/1998
Educators Publishing Service, Inc.	Surveys of problem-solving & educational skills / developed under the direction of Lynn J. Meltzer.	TX0002052648	4/27/1987
Educators Publishing Service, Inc.	Teacher's manual, Spellbound : phonic, reading & spelling / Elsie T. Rak.	TX0000738152	7/20/1981
Educators Publishing Service, Inc.	Teacher's manual to accompany Slingerland college-level screening for the identification of language learning strengths and weaknesses / Carol Murray.	TX0003121844	7/18/1991
Educators Publishing Service, Inc.	Teacher's manual to accompany the Slingerland high school level screening for the identification of language learning strengths and weaknesses / Carol Murray and Patricia Beis.	TX0003557278	5/11/1993
Educators Publishing Service, Inc.	Teaching and assessing phonics : why, what, when, how : a guide for teachers / Jeanne S. Chall, Helen M. Popp.	TX0004757457	4/10/1998
Educators Publishing Service, Inc.	Teaching and learning at home : a curriculum resource / Dorothy Burrows Johnson.	TX0004050333	4/18/1995
Educators Publishing Service, Inc.	Teaching language-deficient children : theory and application of the association method for multisensory teaching / N. Etoile DuBard, Maureen K. Martin.	TX0004028515	3/31/1995
Educators Publishing Service, Inc.	Ten essential vocabulary strategies : bk. 3 / Lee Mountain.	TX0006011205	8/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service Inc.	Test booklet for vocabulary from classical roots : E : teacher's guide and answer key.	TX0006227600	3/14/2005
Educators Publishing Service, Inc.	Tests to accompany Word attack manual / Josephine Rudd.	TX0003100467	6/28/1991
Educators Publishing Service, Inc.	Texas Scottish Rite Hospital literacy program / Joan Keagy and Ann Sanders.	TX0003208941	12/9/1991
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots D.	TX0006186031	3/14/2005
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots E.	TX0006186029	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots D.	TX0006186028	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots E.	TX0006186030	3/14/2005
Educators Publishing Service, Inc.	Thinking about Mac and Tab : primary phonics comprehension : workbook 1.	TX0005383654	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab : teacher's guide and answer key / Karen L. Smith.	TX0005358478	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. By Anslie G. Philpot.	TX0005358474	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab / text by Karen L. Smith ; ill. By Anslie G. Philpot.	TX0005358484	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. By Anslie G. Philpot.	TX0005358487	4/13/2001
Educators Publishing Service, Inc.	Up in the clouds / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989449	6/21/2004
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0003704764	12/27/1993
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0000738154	7/20/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling : [visual, auditory, kinesthetic] : teacher's manual and answer key / by C. Wilson Anderson.	TX0000928731	5/13/1982
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 1. By Austin M. Works.	RE0000555488	12/6/1991
Educators Publishing Service, Inc.	Vocabulary builder : bk. 2 / Austin M. Works.	TX0003895703	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 3. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594107	3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 4. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594105	3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 / by Austin M. Works.	TX0003895601	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 5. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594106	3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 : teacher's key / Austin M. Works.	TX0004129949	11/30/1995
Educators Publishing Service, Inc.	Vocabulary builder : bk. 6 / by Austin M. Works.	TX0003895598	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 6. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594108	3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 7.	TX0003945782	11/21/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 7. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594109	3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : book 1.	TX0001449264	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book 2.	TX0001375224	7/6/1984
Educators Publishing Service, Inc.	Vocabulary builder : book 4.	TX0001375223	7/6/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary builder ; book five [& six] / by Austin M. Works.	TX0000321073	8/8/1979
Educators Publishing Service	Vocabulary builder : book five / by Austin M. Works.	TX0001503599	1/25/1985
Educators Publishing Service, Inc.	Vocabulary builder : book four / by Austin M. Works.	TX0000406363	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder ; book one [& three] / by Austin M. Works.	TX0000321072	8/8/1979
Educators Publishing Service, Inc.	Vocabulary builder : book seven / by Austin M. Works.	TX0000406364	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder : book six / by Austin M. Works.	TX0001440544	11/5/1984
Educators Publishing Service, Inc.	Vocabulary builder : book three / by Austin M. Works.	TX0001364681	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book two / by Austin M. Works.	TX0000410503	2/11/1980
Educators Publishing Service, Inc.	Vocabulary from classical roots : B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0003091507	6/26/1991
Educators Publishing Service, Inc.	Vocabulary from classical roots, B : tests / Norma Fifer, Stephen Weislogel.	TX0005085641	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. A : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180054	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. A : tests / Norma Fifer, Stephen Weislogel.	TX0005093772	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180052	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180055	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. C : tests / Norma Fifer, Stephen Weislogel.	TX0005093768	11/16/1999

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. D : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180053	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. D : tests / Norma Fifer, Stephen Weislogel.	TX0005093771	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots, book A answer key.	TX0006166577	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book C answer key.	TX0006166576	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book E answer key.	TX0006166578	3/4/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0002759192	2/23/1990
Educators Publishing Service, Inc.	Vocabulary from classical roots, D / Norma Fifer, Nancy Flowers.	TX0003979275	1/23/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots : E / Norma Fifer, Nancy Flowers.	TX0003872481	6/23/1994
Educators Publishing Service, Inc.	Vocabulary from classical roots : E : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0004048753	5/30/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots E : tests / Norma Fifer, Stephen Weislogel.	TX0005089410	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0005563739	6/17/2002
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0003407946	9/18/1992
Educators Publishing Service, Inc.	Wally Walrus / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989447	6/21/2004
Educators Publishing Service, Inc.	Well-told tales : distinguished children's books with activities for reading and language development / Carolyn Henderson.	TX0003558440	5/25/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Winston grammar program : basic level : student's workbook / Paul R. Erwin.	TX0003282007	3/30/1992
Educators Publishing Service, Inc.	Witty word play / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989451	6/21/2004
Educators Publishing Service, Inc.	Word elements : how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0004084032	8/11/1995
Educators Publishing Service, Inc.	Word elements—how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0000929560	5/13/1982
Educators Publishing Service, Inc.	Word elements : how they work together : teacher's manual / by Alan W. Riese and Herbert J. LaSalle.	TX0001037216	1/12/1983
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 1 / Kenneth Hodkinson, Sandra Adams.	TX0004504193	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004236757	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004504194	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004217315	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004493517	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 7 / Kenneth Hodkinson, Sandra Adams.	TX0005364311	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 8 / Kenneth Hodkinson, Sandra Adams.	TX0005364312	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 9 / Kenneth Hodkinson, Sandra Adams.	TX0005370821	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. A / by Kenneth Hodkinson and Sandra Adams.	TX0005370832	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : vocabulary workbooks for grades 4-12, sample lessons for grades 4-8 / Kenneth Hodkinson, Sandra Adams.	TX0004772045	4/10/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Wordly wise. Bk. 1-2. By Kenneth Hodkinson and Joseph Ornato.	RE0000701594	4/10/1995
Educators Publishing Service, Inc.	Wordly wise : bk. 1 / Kenneth Hodkinson & Joseph G. Ornato.	TX0003952634	12/8/1994
Educators Publishing Service, Inc.	Wordly wise : book 1 [& 2] : teacher's key / by Kenneth Hodkinson & Joseph G. Ornato.	TX0000321074	8/2/1979
Educators Publishing Service, Inc.	Wordly wise : book 1, [4 & 6] / Kenneth Hodkinson & Joseph G. Ornato.	TX0001210393	10/6/1983
Educators Publishing Service, Inc.	Wordly wise : book 2.	TX0001315805	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 3.	TX0001315806	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 5 / Kenneth Hodkinson & Joseph G. Ornato.	TX0001232317	9/2/1983
Educators Publishing Service	Wordly wise : book 8 / Kenneth Hodkinson.	TX0001457946	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 8 / Kenneth Hodkinson.	TX0000250249	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : book 9.	TX0001481826	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 9 / Kenneth Hodkinson.	TX0000379638	12/6/1979
Educators Publishing Service, Inc.	Wordly wise : book A[-C] : answer key / Kenneth Hodkinson.	TX0000859475	2/23/1982
Educators Publishing Service, Inc.	Wordly wise : book A[-C] / Kenneth Hodkinson.	TX0000813520	9/9/1981
Educators Publishing Service, Inc.	Wordly wise books / [book [1-7] Kenneth Hodkinson & [book 1-4] Joseph G. Ornato.	TX0000168804	12/26/1978
Educators Publishing Service	Wordly wise readers : series A, book 1 [-6] / Kenneth Hodkinson ; [ill. And cover design by Dana Franzen]	TX0001531206	1/25/1985
Educators Publishing Service	Wordly wise readers : workbook A / Kenneth Hodkinson ; [ill. And cover design by Dana Franzen].	TX0001503601	1/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Wordly wise reading : bk. 1-2, with writing and comprehension exercises / Kenneth Hodkinson.	TX0002707215	12/13/1989
Educators Publishing Service, Inc.	Wordly wise teacher's key : bk. 5 / Kenneth Hodkinson.	TX0004446503	12/16/1996
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 3 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250248	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 4 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250247	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 5 / Kenneth Hodkinson.	TX0000250246	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 6 / Kenneth Hodkinson.	TX0000231865	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 7 / Kenneth Hodkinson.	TX0000231864	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 8 / Kenneth Hodkinson.	TX0000231863	4/16/1979
Educators Publishing Service, Inc.	Words I use when I write : teacher's guide / by Alana Trisler and Patrice Howe Cardiel.	TX0006271527	11/22/2005
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : bk. 3 / by C. Wilson Anderson.	TX0002077959	4/27/1987
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : book 1[-2] / by C. Wilson Anderson.	TX0000584746	11/24/1980
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 1, Kenneth Hodkinson, Sandra Adams.	TX0004303546	5/22/1996
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004565025	4/10/1998
Educators Publishing Service, Inc.	Worldly wise 3000 / by Kenneth Hodkinson and Sandra Adams ; text ill. By Anne Lord ; cover art by Carol Maglitta.	TX0005445918	9/24/2001
Educators Publishing Service, Inc.	Worldly wise : bk. 9 / Kenneth Hodkinson.	TX0003100430	7/1/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Write about me, write about my world : teacher's guide / by Elsie S. Wilmerding.	TX0006008035	8/10/2004
Educators Publishing Service	Writing skills 1-2 / Diana Hanbury King.	TX0002707274	12/13/1989
Educators Publishing Service, Inc.	Writing skills 2 / Diana Hanbury King.	TX0004084040	8/11/1995
Educators Publishing Service, Inc.	Writing skills : bk. 1 / Diana Hanbury King.	TX0006011206	8/10/2004
Educators Publishing Service, Inc.	Writing skills for the adolescent / Diana Hanbury King.	TX0001681558	10/25/1985
Educators Publishing Service, Inc.	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0003979277	1/23/1995
Educators Publishing Service	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0002072303	4/27/1987
Educators Publishing Service, Inc.	Written basic English for dyslexic students : transition to the classroom / Marietta Laing Biddle.	TX0004748814	4/10/1998
Educators Publishing Services, Inc.	Attack math teacher's resource book / Carole Greenes, Linda Schulman, Rika Spungin, George Immerzeel.	TX0005358305	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : bk. 1 / Nancy M. Hall.	TX0005358310	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : comprehension and reasoning skills : bk. 4 / Nancy M. Hall ; illustrated by Hugh Price an Alan Price.	TX0005504580	4/9/2002
Educators Publishing Services, Inc.	Bookwise : a literature guide, roll of thunder, hear my cry / Anita Moss.	TX0005358318	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, stone fox / Edith Baxter.	TX0005358317	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, the witch of Blackbird Pond / Molly Flender & Sonia Landes.	TX0005358311	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, tuck everlasting / Molly Flender & Sonia Landes.	TX0005358314	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Services, Inc.	Dyslexia training program : schedule 1 student's book / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0005358315	4/13/2001
Educators Publishing Services, Inc.	Multi-sensory approach to language arts, book 2 : teaching manual	TX0005358308	4/13/2001
Educators Publishing Services, Inc.	Stepping stones : a path to critical thinking : bk. 2 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005504581	4/9/2002
Educators Publishing Services, Inc.	Story notebook : a writer's workshop organizer, bk. 2 / Karen L. Smith.	TX0005358316	4/13/2001
Educators Publishing Services, Inc.	Thinking about Mac and Tab : primary phonics comprehension workbook 5 / by Karen L. Smith.	TX0005358307	4/13/2001
Educators Publishing Services, Inc.	Vocabulary builder : bk. 1 / Austin M. Works.	TX0003895590	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 3 / Austin M. Works.	TX0003895591	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 4 / Austin M. Works.	TX0003895589	9/29/1994
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6.	TX0007039394	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 1-2-3.	TX0007039363	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 4-5-6.	TX0007039405	8/31/2009
Educators Publishing Services, Inc.	Explode the code 5	TX0003700928	12/17/1993
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 135391	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A)	A 146679	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A, B, C)	A 146681	1970

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form B and C)	A 176670	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 208864	1971
Educators Publishing Service	A First Course in Phonic Reading Teacher's Manual	A 221464	1971
Educators Publishing Service	Second English Review	A 288862	1971
Educators Publishing Service	A Second Course in Phonic Reading Book 1 and Teacher's Manual	A 301523	1971
Educators Publishing Service	A First Course in Phonic Reading	A 301524	1971
Educators Publishing Service	A First Course in Phonic Reading	A 390375	1972
Educators Publishing Service	First English Review	A 390378	1972
Educators Publishing Service	First English Review	A 576535	1962
Educators Publishing Service	Word Attack Manual and Test Booklet	A 576558	1962
Educators Publishing Service	Junior English review Exercises Book II	A 576560	1960
Educators Publishing Service	Second English Review	A 592196	1962
Educators Publishing Service	College Entrance Review in English Aptitude, Supplement	A 593201	1947
Educators Publishing Service	College Entrance Review in English Aptitude	A 600551	1962
Educators Publishing Service	Composition Book 2	A 624005	1963
Educators Publishing Service	Composition Book 1	A 624007	1963
Educators Publishing Service	A First Course in Remedial Reading (Student Workbook and TM)	A 631830	1963
Educators Publishing Service	Junior English Review Exercises Book I	A 656806	1963
Educators Publishing Service	College Entrance Review in English Aptitude	A 669316	1975
Educators Publishing Service	Basic Language Principles with Language Background	A 680788	1964

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	First English Review	A 718331	1964
Educators Publishing Service	Second English Review	A 718332	1964
Educators Publishing Service	A Second Course in Phonetic Reading Book 1	A 722585	1964
Educators Publishing Service	A Second Course in Phonetic Reading	A 722586	1964
Educators Publishing Service	A First Course in Phonic Reading and Teacher's Manual	A 788984	1965
Educators Publishing Service	A Childs Spelling System: The Rules	A 792458	1965
Educators Publishing Service	Structures and Techniques: Remedial Language Training	A 79987	1969
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability (Form A, B, and C, and Teacher's Manual)	A 811863	1966
Educators Publishing Service	Junior English Review	A 823303	1965
Educators Publishing Service	Mac	A 847404	1966
Educators Publishing Service	Ted	A 847409	1966
Educators Publishing Service	The Wig	A 847410	1966
Educators Publishing Service	Teacher's guide Senior English Review Exercises	A 866656	1966
Educators Publishing Service	Solving Language Difficulties	A 875 259	1966
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability: Teacher's Manual	A 896 250	1967
Educators Publishing Service	Preparing the Research Paper	A 935 498	1967
Educators Publishing Service	Alphabetic Phonics: Structures and Procedures, Coding and Terminology, Formulas for Diving Words into Syllables, Formulas for Spelling Words	A 935500	1967
Educators Publishing Service	Alphabetic Phonics Workbook1	A 935502	1927
Educators Publishing Service	Alphabetic Phonics Alphabet Cards	A 942771	1967
Educators Publishing Service	Wordly Wise Book 1 and 2	A 950553	1967

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Ann Staman	Handprints : an early reading program : book C	TX0005320058	11/7/2000
Barbara W. Maker and Sons, Inc., revisions: Educators Publishing Service, Inc., employer for hire	More primary phonics storybooks : bk 1-10	TX0004523410	1/2/1997
Barbara W. Maker and Sons, Inc., rev materials: Educators Publishing Service, Inc., employer for hire	Primary Phonics Set 4	TX0004756906	4/10/1998
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5	TX0006320456	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5 : teacher's guide and answer key	TX0006320457	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 6	TX0006320458	1/6/2006
Educators Publishing Service, Inc.	Phonics plus C : reteach and practice differentiated instruction guide	TX0006320459	1/6/2006
Education Publishing Service	SPIRE level 6 word cards	TX0006409208	6/30/2006
Educators Publishing Service	Phonics plus K	TX0006320455	1/6/2006
Ann Staman	Handprints teacher's guide for book A	TX0005144929	2/14/2000
Ann Staman	Handprints, book A	TX0005144930	2/14/2000
Ann Staman	Handprints storybook B	TX0005155890	2/14/2000
Ann Staman	Handprints : bk. B: an early reading program	TX0005169444	3/14/2000
Ann Staman	Handprints : storybooks C, set 1	TX0005266984	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book C	TX0005253117	12/26/2000
Ann Staman	Handprints : an early reading program : teacher's guide for storybooks B	TX0005266879	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book B	TX0005266880	4/20/2000
Ann Staman	Handprints : an early reading program, set 2	TX0005375592	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Ann Staman	Handprints: an early reading program, storybooks D, set 1	TX0005613024	9/9/2002
Ann Staman	Handprints : an early reading program, teacher's guide for storybooks C, set .	TX0005309367	11/7/2000
Ann Staman	Handprints : an early reading program :bk. D.	TX0005504579	4/9/2002
Ann Staman	Handprints : an early reading program : storybooks B, set 2	TX0006123207	3/4/2005
Ann Staman	Handprints: Storybooks A, Set 3	TX0006829408	9/28/2007
Ann Staman	Handprints: Storybooks B, Sets 3	TX0006829409	9/28/2007

FREY SCIENTIFIC

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000446751	4/4/1980
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000228899	4/16/1979
Frey Scientific Company	Leaves of North America.	TX0002020336	1/16/1987
Frey Scientific Company	Optical illusion.	Txu000476194	4/8/1991
Frey Scientific Company	Periodic table and atomic data.	TX0001410039	7/30/1984
Frey Scientific Company	Periodic table and atomic data : with illustrated text of nuclear terms.	TX0000685984	5/11/1981
Frey Scientific Company	Profile map showing oceanic features.	TX0003146858	4/18/1991
Frey Scientific Company, Inc.	Animal tissues : structure of skin, bone, muscle, and nerve.	TX0000770919	8/31/1981
Frey Scientific Company, Inc.	Bacteria and virus : structure of bacteria and virus.	TX0000770922	8/31/1981
Frey Scientific Company, Inc.	DNA—the basis of life : structure and nature of hereditary material.	TX0000770921	8/31/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company, Inc.	Ecology : carbon and nitrogen cycles.	TX0000770923	8/31/1981
Frey Scientific Company, Inc.	Evolution : four elements of modern synthetic theory.	TX0000770913	8/31/1981
Frey Scientific Company, Inc.	Frey biology charts : origin, composition, and evolution of living matter : [no.] 1.	TX0000770912	8/31/1981
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001555051	4/5/1985
		TX0001552319	4/5/1985
		TX0001555048	4/5/1985
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001289581	2/24/1984
		TX0001289583	2/24/1984
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001089635	3/25/1983
		TX0001089718	3/25/1983
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000947371	3/18/1982
		TX0000926359	3/18/1982
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000651650	3/16/81
		TX0000657272	3/3/81
Frey Scientific Company	Frey Scientific Company elementary science : catalog no. 384.	TX0001473941	3/22/1984
Frey Scientific Company, Inc.	Generalized cell : structure of a typical cell.	TX0000770914	8/31/1981
Frey Scientific Company, Inc.	Meiosis : sexual reproduction of cells.	TX0000770916	8/31/1981
Frey Scientific Company, Inc.	Mitosis : asexual reproduction of cells.	TX0000770915	8/31/1981
Frey Scientific Company, Inc.	Monohybrid cross : Mendel's classic pea plant cross.	TX0000770920	8/31/1981
Frey Scientific Company, Inc.	Photosynthesis : cyclic and noncyclic light reaction and carbon fixation.	TX0000770917	8/31/1981
Frey Scientific Company, Inc.	Plant tissues : structure of leaf, stem, and root.	TX0000770918	8/31/1981

HAMMOND & STEPHENS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Agriculture award : Agriculture award.	VA0000171217	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Art award : Art award.	VA0000171239	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Athletic award : Athletic award.	VA0000171232	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Attendance award : Attendance award.	VA0000171225	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Band award : Band award.	VA0000171233	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Business award : Business award.	VA0000171224	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Cheerleading award : Cheerleading award.	VA0000171226	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Choir award : Choir award.	VA0000171218	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Citizenship award : Citizenship award.	VA0000171240	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Computer award : Computer award.	VA0000171241	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Dance award : Dance award.	VA0000171242	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Debate award : Debate award.	VA0000171219	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Drama award : Drama award.	VA0000171237	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Driver education award : Driver education award.	VA0000171236	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Foreign language award : Foreign language award.	VA0000171235	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Gymnastics award : Gymnastics award.	VA0000171234	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Handwriting award : Handwriting award.	VA0000171238	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Health award : Health award.	VA0000171243	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Home economics award : Home economics award.	VA0000171244	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor award : Honor award.	VA0000171245	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor roll award : Honor roll award.	VA0000171220	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor Society award : Honor Society award.	VA0000171221	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Industrial arts award : Industrial arts award.	VA0000171246	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Journalism award : Journalism award.	VA0000171247	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Language arts award : Language arts award.	VA0000171248	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Mathematics award : Mathematics award.	VA0000171249	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Outstanding achievement award : Outstanding achievement award.	VA0000171222	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Physical education award : Physical education award.	VA0000171250	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Principal award : Principal award.	VA0000171223	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Reading award : Reading award.	VA0000171251	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Safety award : Safety award.	VA0000171227	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Science award : Science award.	VA0000171228	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Social studies award : Social studies award.	VA0000171229	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Spelling award : Spelling award.	VA0000171230	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Student Council award : Student Council award.	VA0000171231	11/5/1984
Hammond & Stephens Company	S.C.O.B.I. program for lesson planning : Lesson planning.	TX0001544708	3/15/1985

NEO/SCI

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Discover book log.	TX0005691112	2/26/2003
Premier Agendas, Inc.	2003 family in focus calendar.	TX0005691113	2/26/2003
Premier Agendas, Inc.	94/95.	TX0004485973	8/29/1996
Premier Agendas, Inc.	Academic 2001/2002 : student planner.	TX0005579875	6/21/2002
Premier Agendas, Inc.	Agenda 1994/1995.	TX0004485971	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Agenda program manual for educators to help maximize school effectiveness.	TX0004962448	4/12/1999
Premier Agendas, Inc.	American High School student handbook 2001-2002.	TX0005579851	6/21/2002
Premier Agendas, Inc.	American middle school student handbook, 2001-2002.	TX0005575743	6/21/2002
Premier Agendas, Inc.	Building character.	TX0005578425	6/21/2002
Premier Agendas, Inc.	Building Good Character.	TX0007232365	9/24/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Elementary.	TX0007232569	10/7/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Middle and High School.	TX0007219036	9/24/2008
Premier Agendas, Inc.	Central High School school agenda '93-94.	TX0004346836	8/29/1996
Premier Agendas, Inc.	Conflict resolution.	TX0005706279	2/26/2003
Premier Agendas, Inc.	D. Russell Parks Junior High School : student handbook '90-'91 : sample : Premier middle school reminder '90-'91.	TX0004485975	8/29/1996
Premier Agendas, Inc.	Destination—character / material written by Ann C. Dotson & Karen D. Wisont.	TX0005579855	6/21/2002
Betty Ford Center, Premier Agendas, Inc.	Drug and Alcohol Prevention.	TX0007232377	9/24/2008
Premier Agendas, Inc.	Elementary Study Skills and Test Preparation.	TX0007232280	9/24/2008
Premier Agendas, Inc.	Enter the Premier circle of success and develop a community of learners : Premier school agenda.	TX0004485974	8/29/1996
Premier Agendas, Inc.	Eudora Senior High School : Premier School Agendas '92-93.	TX0004360229	8/29/1996
Premier Agendas, Inc.	Fiesta Lincoln-Mercury auto agenda '96.	TX0004482039	8/29/1996
Premier Agendas, Inc.	Financial Planning.	TX0007232283	9/24/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Franklin collegiate events planner/agenda.	TX0005123385	1/11/2000
Premier Agendas, Inc.	Franklin compass agenda : 1998/99.	TX0004962461	4/12/1999
Premier Agendas, Inc.	George Washington Carver Magnet School : student handbook 93-94.	TX0004485972	8/29/1996
Premier Agendas, Inc.	Health and Wellness.	TX0007146365	9/30/2008
Premier Agendas, Inc.	If I plan to learn, I must learn to plan.	TX0004797072	6/12/1998
Premier Agendas, Inc.	Journeying in our faith.	TX0005837200	6/21/2003
Premier Agendas, Inc.	Kaimuki High School student handbook 2001-2002.	TX0005811847	6/21/2003
Premier Agendas, Inc.	Lincoln Elementary School student handbook, 2002-2003.	TX0005575742	6/21/2002
Premier Agendas, Inc.	Loda Grade School student handbook, 2001-2002.	TX0005575747	6/21/2002
Premier Agendas, Inc.	Making Character Count.	TX0007144213	9/30/2008
Premier Agendas, Inc.	My journal.	TX0004791781	6/12/1998
Premier Agendas, Inc.	My journal.	TX0004346838	8/29/1996
Premier Agendas, Inc.	Online Safety.	TX0007146220	9/30/2008
Premier Agendas, Inc.	Personal planning & study resource guide.	TX0004341561	7/15/1996
Premier Agendas, Inc.	Plan for success 2002-2003 planner.	TX0005579866	6/21/2002
Premier Agendas, Inc., The College Board	Premier Agenda for CollegeEd — Freshman Edition 2008-2009.	TX0007215645	10/24/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd — Middle School Edition 2008-2009.	TX0007224294	11/3/2008
The College Board, Premier Agendas Inc.,	Premier Agenda for CollegeEd — Senior Edition 2008-2009.	TX0007201590	10/16/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd Sophomore Edition 2008-2009.	TX0007161603	10/16/2008
Premier Agendas, Inc.	Premier auto agenda.	TX0004482038	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Bilingual Spanish-English Agenda Middle Level Edition 2008-2009.	TX0007190057	9/12/2008
Premier Agendas, Inc.	Premier binder reminder, 1994-1995.	TX0004346839	8/29/1996
Premier Agendas, Inc.	Premier binder reminder '90-91.	TX0003745173	6/17/1994
Premier Agendas, Inc.	Premier binder reminder 91/92.	TX0003745067	4/26/1994
Premier Agendas, Inc.	Premier Character Development Agenda Elementary Edition 2008-2009.	TX0007233192	10/6/2008
Premier Agendas, Inc.	Premier Character Development Agenda — Primary Edition 2008-2009.	TX0007234888	10/7/2008
Premier Agendas, Inc.	Premier compass agenda, 2000-2001.	TX0005241010	7/5/2000
Premier Agendas, Inc.	Premier compass agenda : PCA : millennium : agenda 1999-2000.	TX0005126817	1/11/2000
Premier Agendas, Inc.	Premier Compass Planner 2008-2009.	TX0007161589	10/10/2008
Premier Agendas, Inc.	Premier discover agenda.	TX0005579838	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575744	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575746	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005914302	2/13/2004
Premier Agendas, Inc.	Premier Early Learning Agenda.	TX0007187707	9/30/2008
Premier Agendas, Inc.	Premier elementary agenda 1996-1997.	TX0004346837	8/29/1996
Premier Agendas, Inc.	Premier elementary agenda, 1998-1999.	TX0004960012	4/12/1999
Premier Agendas, Inc.	Premier elementary agenda, 2000-2001.	TX0005241011	7/5/2000
Premier Agendas, Inc.	Premier elementary agenda, 2001-2002.	TX0005420297	7/27/2001
Premier Agendas, Inc.	Premier Elementary Agenda : class act : 1997-1998.	TX0004791748	6/12/1998
Premier Agendas, Inc.	Premier elementary level agenda.	TX0005125329	1/11/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Faith and Life Agenda Elementary Edition 2008-2009.	TX0007252989	10/7/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda High School Edition, 2008-2009.	TX0007135172	10/10/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda Middle Level Edition 2008-2009.	TX0007207637	10/2/2008
Premier Agendas, Inc.	Premier Foundations Agenda — Elementary Edition 2008-2009.	TX0007189233	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda — High School Edition, 2008-2009.	TX0007224016	10/7/2008
Premier Agendas, Inc.	Premier Foundations Agenda Middle School 2008-2009.	TX0007189266	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda — Primary Edition 2008-2009.	TX0007219308	10/24/2008
Premier Agendas, Inc.	Premier Health and Wellness Agenda — Elementary Edition 2008-2009.	TX0007221680	11/28/2008
Premier Agendas, Inc.	Premier Kaplan Test Prep Agenda 2008-2009.	TX0007261150	11/24/2008
Premier Agendas, Inc.	Premier Legacy Educator Planner 2008-2009.	TX0007189189	9/30/2008
Premier Agendas, Inc.	Premier middle level agenda.	TX0005125327	1/11/2000
Premier Agendas, Inc.	Premier middle level agenda, 1998-1999.	TX0004960011	4/12/1999
Premier Agendas, Inc.	Premier middle level agenda, 2000-2001.	TX0005241013	7/5/2000
Premier Agendas, Inc.	Premier middle level agenda, 2001-2002.	TX0005420295	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2001-2002.	TX0005420296	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2002-2003.	TX0005900935	6/21/2002
Premier Agendas, Inc.	Premier middle school reminder '91-92.	TX0003745175	6/17/1994
Premier Agendas, Inc.	Premier Plan-It.	TX0005575745	6/21/2002
Premier Agendas, Inc.	Premier Plan-it 1996.	TX0004360227	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier plan-it : agenda 2001-2002.	TX0005420316	7/27/2001
Premier Agendas, Inc.	Premier primary agenda, 2000-2001.	TX0005241014	7/5/2000
Premier Agendas, Inc.	Premier primary journal.	TX0005125328	1/11/2000
Premier Agendas, Inc.	Premier primary journal, 1998-1999.	TX0004960010	4/12/1999
Premier Agendas, Inc.	Premier primary journal, 2001-2002.	TX0005420294	7/27/2001
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004485977	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004486867	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1996/97.	TX0004360228	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1996/97.	TX0004485978	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1998-1999.	TX0004962462	4/12/1999
Premier Agendas, Inc.	Premier school agenda, 2000-2001.	TX0005240771	7/5/2000
Premier Agendas, Inc.	Premier school agenda 88/89.	TX0003745064	4/26/1994
Premier Agendas, Inc.	Premier school agenda 89/90.	TX0003745065	4/26/1994
Premier Agendas, Inc.	Premier school agenda 90/91.	TX0003745066	4/26/1994
Premier Agendas, Inc.	Premier school agenda 92/93.	TX0003745068	4/26/1994
Premier Agendas, Inc.	Premier school agenda 93/94.	TX0003745069	4/26/1994
Premier Agendas, Inc.	Premier school agendas.	TX0005123384	1/11/2000
Premier Agendas, Inc.	Premier School Agendas.	TX0004791749	6/12/1998
Premier Agendas, Inc.	Premier School Agendas.	TX0004797071	6/12/1998
Premier Agendas, Inc.	Premier School Agendas 1996-1997.	TX0004485976	8/29/1996
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Elementary Edition 2008-2009.	TX0007189331	9/30/2008
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Primary Edition 2008-2009.	TX0007189306	9/30/2008
Premier Agendas Inc.	Premier TimeTracker Agenda — Elementary Edition 2008-2009.	TX0007173009	10/31/2008
Premier Agendas Inc.	Premier TimeTracker Agenda High School Edition 2008-2009.	TX0007156686	10/8/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas Inc.	Premier TimeTracker Agenda- Middle Level Edition 2008-2009.	TX0007207395	10/9/2008
Premier Agendas Inc.	Premier TimeTracker Agenda Primary Edition 2008-2009.	TX0007189874	9/30/2008
Premier Agendas, Inc.	Premiere compass : agenda 2001-2002.	TX0005420318	7/27/2001
Premier Agendas, Inc.	Premiere discover agenda.	TX0005580041	6/21/2002
Premier Agendas, Inc.	Premiere school agenda 2001-2002.	TX0005420317	7/27/2001
Premier Agendas, Inc.	School agenda 85/86.	TX0003745061	4/26/1994
Premier Agendas, Inc.	School agenda 86/87.	TX0003745062	4/26/1994
Premier Agendas, Inc.	School Smart Agenda — Middle Level Edition 2008-2009.	TX0007149089	10/9/2008
Premier Agendas, Inc.	School Smart Agenda Primary Edition 2008 — 2009.	TX0007189829	9/12/2008
Premier Agendas Inc.	Stand Up ... Against Bullying!	TX0007146378	9/30/2008
Premier Agendas Inc.	Stand Up! Speak Out!	TX0007144224	9/30/2008
Premier Agendas, Inc.	Student handbook and student planning calendar 1992-1993.	TX0003745174	6/17/1994
Premier Agendas, Inc.	Student handbook study guide and assignment calendar, 1987-88.	TX0003745063	4/26/1994
Premier Agendas Inc.	Study Skills and Test Preparation.	TX0007139359	10/31/2008
Premier Agendas, Inc.	Summit survival guide.	TX0005704343	2/26/2003
Premier Agendas, Inc.	Taft Junior High School student handbook assignment organizer.	TX0003745176	6/17/1994
Premier Agendas Inc.	Take Action...Against Bullying!	TX0007159107	10/10/2008
Premier Agendas, Inc.	Tate High School : student handbook 91-92.	TX0004482036	8/29/1996
Premier Agendas, Inc.	Utah Association of Secondary School Principals.	TX0004094588	9/27/1995
Premier Agendas, Inc.	What is character? / Anne C. Dotson and Karen D. Wisont, 1963-.	TX0005241012	7/5/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Smart Pack.	TX0005567371	2/26/2003
Premier School Agendas, Inc.	Compass for Campus : facilitator guide.	TX0005122076	1/11/2000
Premier School Agendas, Ltd.	Premier elementary reminder 1989-90.	TX0004334250	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '90-91.	TX0004334249	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '91-92.	TX0004334248	7/15/1996
Premier School Agendas, Ltd.	Saltar's point, Steilacoom, Premier School Agenda '92-93.	TX0004471116	7/15/1996

SAX ARTS & CRAFTS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Sax Arts and Crafts	Sax Arts and Crafts	TX0000015409	2/13/1978

SCHOOL SPECIALTY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	Making Connections Audio Recordings Book 1.	SR0000675433	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 2.	SR0000675442	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 3.	SR0000675443	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 4.	SR0000675444	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 5.	SR0000675445	5/23/2011
School Specialty, Inc.	Making Connections Audio Recordings Book 6.	SR0000675441	5/23/2011
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Aqua.	TX0007262706	8/12/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Crimson.	TX0007262688	8/12/2010
School Specialty, Inc.	MCI Progress-Monitoring Assessments: Maze Tests for Comprehension, Level Gold.	TX0007262704	8/12/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 1, 2 nd edition.	TX0007246501	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 2, 2 nd edition.	TX0007246491	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 3, 2 nd edition.	TX0007293223	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 4, 2 nd edition.	TX0007246289	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 5, 2 nd edition.	TX0007246486	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 6, 2 nd edition.	TX0007246051	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 7, 2 nd edition.	TX0007293320	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 8, 2 nd edition.	TX0007293235	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords Test Manual, 2 nd edition.	TX0007293326	8/16/2010
School Specialty, Inc.	North Dakota: its place in region & 2 other titles.	V3418D016	6/23/1998
School Specialty, Inc.	North Dakota: its place in the region & 1 other title.	V3406D464	10/31/1997
School Specialty Supply, Inc.	Ad Astra : Kansas capitol dome sculpture 1992.	VA0000486477	11/4/1991
School Specialty Supply, Inc.	AD Astra; poster.	V3078P214	2/13/1995
ClassroomDirect.com, LLC	ClassroomDirect.com Web Site	TX0006125383	4/14/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 4	TX0007545781	04/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 5	TX0007545782	04/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 6	TX0007545750	04/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 8	TX0007545779	04/23/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 5	TX0007545764	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 8	TX0007545773	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 4	TX0007545781	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 5	TX0007545782	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 6	TX0007545750	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 8	TX0007545779	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Reader Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 7		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Initial Placement Assessment		Pending

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 2	TX0007561190	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 3	TX0007561196	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 7	TX0007561202	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 2	TX0007561188	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 3	TX0007561189	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 4	TX0007561187	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 7	TX0007561206	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 7		Pending
School Specialty, Inc.	Content-Area Vocabulary Builder	TX0007561276	5/23/2011
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Aqua		Pending
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Gold		Pending
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Crimson		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 2		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 3		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 4		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 5		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 6		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 7		Pending

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 8		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 9		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 10		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 11		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 12		Pending

SPEECH BIN

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	1/23/1997
Speech Bin, Inc.	Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	8/9/1999
Speech Bin, Inc.	Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	1/23/1997
Speech Bin, Inc.	RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	1/23/1997
Speech Bin, Inc.	Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	1/23/1997
the Speech Bin	Sounds plus s + r : Sounds plus sibilants.	TX0001895398	8/6/1986
the Speech Bin	Speech beans.	TX0001879656	8/7/1986

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	5/22/1996
Speech Bin, Inc.	Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	4/7/1998
Speech Bin, Inc.	TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997
Speech Bin, Inc.	Warmups & workouts : exercises for learning "r" / Jane Folk ; Sara Folk, illustrator.	TX0004292198	5/22/1996
the Speech Bin	Who gets on jets?	TX0001884107	8/7/1986
Speech Bin, Inc.	Workbook for memory skills / Beth M. Kennedy.	TX0004450527	1/23/1997
Speech Bin, Inc.	Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	5/22/1996
Speech Bin, Inc.	Artic-pic : a show 'n' tell book about [r] ; Artic-pic : a show 'n' tell book about [s] / Denise Grigas.	TX0005027145	8/9/1999
Speech Bin, Inc.	Blonigen fluency program / Julie A. Blonigen.	TX0005375899	1/4/2001
Speech Bin, Inc.	Breakfast club : enhancing the communication ability of Alzheimer's patients.	PA0000865729	7/10/1997
Speech Bin, Inc.	Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	7/10/1997
Speech Bin, Inc.	COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	7/10/1997
Speech Bin, Inc.	Effective conversations—techniques for talking together / Darlene Lengel.	TX0004294307	5/20/1996
Speech Bin, Inc.	Effective listening / Darlene Lengel.	TX0005027144	8/9/1999
Speech Bin, Inc.	I can say R.	TX0005539440	5/21/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	I can say S.	TX0005539439	5/21/2002
Speech Bin, Inc.	Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	1/4/2001
Speech Bin, Inc.	MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	5/20/1996
Speech Bin, Inc.	Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	1/4/2001
the Speech Bin, Inc.	Sound advice.	TX0002233302	9/14/1987
Speech-Bin, Inc.	Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	1/4/2001
Speech-Bin, Inc.	Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	5/21/1996
Speech Bin, Inc.	Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	8/9/1999
Speech Bin, Inc.	Take a chance / Gary J. Cooper.	TX0003740044	2/1/1994
Speech Bin, Inc.	What is auditory processing? / Susan Bell.	TX0003721616	2/1/1994
Speech Bin, Inc.	What is dementia? / Mary Jo Santo Pietro.	TX0005027090	8/9/1999

SPORTIME

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag bears.	Vau000425885	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag bunnies.	VA0000884346	10/21/1997
Select Service & Supply d.b.a Sportime International	Bean bag frogs.	VA0000875777	10/6/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag gorillas.	VA0000875779	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag hippo.	VA0000875780	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag pig.	VA0000875778	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag triceratops.	Vau000425884	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag turtles.	VA0000908300	10/24/1997
Select Service & Supply d.b.a Sportime International	Bean bag tyrannosaurus.	Vau000425886	3/5/1998
Sportime, LLC	Hands-On basketball.	VA0000932992	6/12/1998

Schedule 4.19 – Ownership
As of January 27, 2013

<u>Institutional Ownership</u>	<u>Held</u>	<u>S/O</u>
1 Stadium Capital Management LLC	1,806,692	9.4%
2 Robotti & Co., Inc.	1,647,290	8.6%
3 Dimensional Fund Advisors, Inc.	1,440,434	7.5%
4 LaGrange Capital Management LLC	1,275,861	6.7%
5 Metropolitan West Capital Management LLC	1,262,238	6.6%
6 Lee Munder Capital Group LLC	949,069	4.9%
7 Davis Selected Advisers LP	594,117	3.1%
8 Portolan Capital Management LLC	493,759	2.6%
9 BlackRock Fund Advisors	445,487	2.3%
10 Eagle Boston Investment Management, Inc.	417,406	2.2%
11 Credit Suisse Securities (USA) LLC (Broker)	383,736	2.0%
12 Raffles Capital Management LLC	380,700	2.0%
13 The Vanguard Group, Inc.	363,939	1.9%
14 Renaissance Technologies LLC	326,901	1.7%
15 Perritt Capital Management, Inc.	200,000	1.0%
16 Perkins Capital Management, Inc.	194,000	1.0%
17 The California Public Employees Retirement System	174,500	0.9%
18 BMO Asset Management Corp.	128,123	0.7%
19 RBF Capital LLC	125,040	0.7%
20 Columbia Management Investment Advisers LLC	108,484	0.6%
Top 20 Institutional Ownership	12,717,776	66.3%
Other Institutional Ownership	1,164,808	6.1%
Total Institutional Ownership	13,882,584	72.4%

<u>Insider Ownership</u>	<u>Shares Held</u>	<u>% of S/O</u>
1 Msd Capital Lp	2,884,499	15.0%
2 Ledecy Jonathan J	516,017	2.7%
3 Lavelle Michael P	159,339	0.8%
4 Vander Zanden David J	134,623	0.7%
5 Collins Patrick Timothy	87,500	0.5%
Top 5 Insider Ownership	3,781,978	19.7%
Other Insider Ownership	261,294	1.4%
Total Insider Ownership	4,043,272	21.1%
Implied Retail Ownership	1,253,093	6.5%
Total Ownership	19,178,949	100.0%

Schedule 4.21 Insurance

<u>Insurer</u>	<u>Policy Type</u>	<u>Coverage</u>	<u>Deductibles</u>	<u>Policy #</u>
Affiliated FM	Property/Equipment	\$ 435,000,000	\$ 100,000	EM 732
Endurance American Specialty Insurance Company	Excess California Earthquake	\$ 10,000,000	\$ 100,000	CPN10003743000
AGCS Marine Insurance Company(Allianz)	Ocean Cargo	\$ 1,500,000	\$ 2,000	OC 96019100
Admiral Insurance Company	General Liability	\$ 2,000,000	\$ 50,000	CA 000005586-09
Sentry Insurance Company	Commercial Auto	\$ 1,000,000	\$ 1,000	90 04547-03
Sentry Insurance Company	Workers Compensation	\$ 1,000,000	\$ 350,000	90-04547-02 H& & WI 90-04547-01 All Other
ACE American Insurance Company	Foreign Liability	\$ 2,000,000	\$ 1,000	PHFD37930659
National Union Fire Insurance Co. of Pittsburgh (Chartis)	Umbrella Liability	\$ 25,000,000	\$ 25,000	13273329
Federal Insurance Company (Chubb)	Excess Liability	\$ 25,000,000	\$ —	7976-73-69
Illinois National Insurance Company (Chartis)	Directors & Officers Liability	\$ 10,000,000	\$0 Non indmenifiable \$500,000 Securities \$350,000 All Other	01-166-65-19
Federal Insurance Company (Chubb)	1st Excess Directors & Officers Liability	\$ 10,000,000	\$ —	8157-7351
Axis Insurance Company	2nd Excess Directors & Officers Liability	\$ 5,000,000	\$ —	MCN762576/01/2012
Beazley Insurance Company	3rd Excess Directors & Officers Liability	\$ 5,000,000	\$ —	V15VK8120401
Travelers Casualty and Surety Company of America	Employment Practices Liability	\$ 3,000,000	\$ 250,000	105673447
Lloyds of London	Media Professional Liability	\$ 5,000,000	\$ 50,000	B0180C121619
Federal Insurance Company (Chubb)	Fiduciary Liability	\$ 10,000,000	\$ 0 Non indmenifiable \$ 50,000 Securities \$ 10,000 All Other	6803-3234
Federal Insurance Company (Chubb)	Crime	\$ 5,000,000	\$ 100,000	8151-9737
U.S. Specialty Ins. Co. (PIA)	Special Crime	\$ 5,000,000	\$ —	U712-85722
Berkley Regional Insurance	Surety Bonds	\$ 30,000,000	\$ —	N/A

Schedule 4.26 – Brokers

Fees payable to Perella Weinberg Partners

Fees payable to Blackstone Group under engagement letter of 12/20/12

Schedule 4.27 – Restrictive Agreements

None

Schedule 4.30 – Criminal Charges

None

Schedule 5.12 – Cash Management System

See attached

Schedule 6.1 – Permitted Liens

UCC SEARCH RESULTS

Premier Agendas, Inc.

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Premier Agendas, Inc. 2000 Kentucky Street Bellingham WA 98226 @@	2009-091-5951 Washington Department of Licensing	4/1/2009	Fujifilm Graphic Systems USA, Inc. 350 Central AVE Hanover Park, IL 60133	All debtor's right, title now owned or hereafter acquired in lithographic plates, film, prepressed proofing materials and miscellaneous lithographic supplies provided by Enovation Graphic Systems Inc. or credited from Enovation Graphic Systems, Inc. regardless of the deliver but does not constitute any security interest in any of the assets of the company listed on this filing.
School Specialty, Inc.	120007074826 Wisconsin Department of Financial Institutions	5/24/2012	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.

School Specialty, Inc.	120004986734 Wisconsin Department of Financial Institutions	4/13/2012	IKON Financial SVCS	<p>All equipment now or hereafter leased in an equipment leasing transaction in connection with that certain Master Agreement No. see below, Product Schedule No./Agreement No. see below (“Lease”), as amended from time to time, between IOS Capital, LLC as lessor, and the above referenced Lessee/Debtor, including, without limit, the equipment listed below, and all additions, improvements, attachments, accessories, accessions, upgrades and replacements related thereto, and any and all substitutions or exchanges, and any and all products, insurance and/or other proceeds (cash and non-cash) there from: The equipment location is as identified in the Lease. This IS intended to be a true lease transaction. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the parties to which this document applies IS other than lessor and lessee, respectively. This financing statement is filed solely to protect the interests of the parties In the event of unwarranted assertions by any third party. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only. Product Schedule No./Agreement No. 2907845, Master Agreement/Lease No. CUSTOMER: 1418270 RIPROC901 CI0071478</p>
School Specialty, Inc.	120006258728 Wisconsin Department of Financial Institutions 130001633922 Wisconsin Department of Financial Institutions	05/07/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	<p>All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.</p>
		02/04/2013		

School Specialty, Inc.	120006361723 Wisconsin Department of Financial Institutions	05/09/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	130001803012 Wisconsin Department of Financial Institutions	02/07/2013		
Bird-In-Hand Woodworks, Inc.	26186436 New Jersey Department of Treasury Commercial Recording	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	26318622 New Jersey Department of Treasury Commercial Recording	02/01/2013		
Bird-In-Hand Woodworks, Inc.	26189895 New Jersey Department of Treasury Commercial Recording	05/09/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	26321264 New Jersey Department of Treasury Commercial Recording	02/07/2013		
Califone International, Inc.	21736232 Delaware Secretary of State	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	30430794 Delaware Secretary of State	02/01/2013		
Califone International, Inc.	21781873 Delaware Secretary of State	05/08/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	30505389 Delaware Secretary of State	02/07/2013		
Childcraft Education Corp.	201205045523894 New York Department of State	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	201302015128416 New York Department of State	02/01/2013		
Childcraft Education Corp.	201205090261780 New York Department of State	05/09/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	201302070071828 New York Department of State	02/07/2013		

Classroomdirect.com LLC	21736083 Delaware Secretary of State 30430752 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Classroomdirect.com LLC	21782798 Delaware Secretary of State 30505553 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Delta Education, LLC	21737081 Delaware Secretary of State 30430786 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Delta Education, LLC	21781832 Delaware Secretary of State 30505660 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Frey Scientific, Inc.	21737198 Delaware Secretary of State 30430802 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Frey Scientific, Inc.	21782848 Delaware Secretary of State 30505736 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Premier Agendas, Inc.	201212517212 Washington Department of Licensing 201303255009 Washington Department of Licensing	05/04/12 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Premier Agendas, Inc.	201213233814 Washington Department of Licensing 201303872145 Washington Department of Licensing	05/09/12 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Select Agendas, Corp.	19568047 Nova Scotia PPSA 20814729 Nova Scotia PPSA Financing Statement 728764G British Columbia PPSA Financing Statement	Search results as of 02/25/2013	Bayside Finance, LLC, as Agent (Biscayne Commercial Finance, LLC)	All present and after acquired personal property of the Debtor

Select Agendas, Corp.	19568054 Nova Scotia PPSA Financing Statement	Search results as of 02/25/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All present and after acquired personal property of the Debtor
Sax Arts & Crafts, Inc.	21736307 Delaware Secretary of State 30430810 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Sax Arts & Crafts, Inc.	21781782 Delaware Secretary of State 30505884 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Sportime, LLC	21736109 Delaware Secretary of State 30430778 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Sportime, LLC	21781725 Delaware Secretary of State 30505934 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Sportime, LLC	Reel/Frame: 028275/0517	5/25/2012	Bayside Finance, LLC	Patents identified in document
Sportime, LLC	Reel/Frame: 028278/0858	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
Sportime, LLC	Reel/Frame: 029778/0521	2/08/2013	Bayside Finance, LLC	Patents identified in document
School Specialty, Inc.	Reel/Frame: 028275/0511	5/25/2012	Bayside Finance, LLC	Patents identified in document
School Specialty, Inc.	Reel/Frame: 028278/0622	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
School Specialty, Inc.	Reel/Frame: 029778/0514	2/08/2013	Bayside Finance, LLC	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 028275/0525	5/25/2012	Bayside Finance, LLC	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 028278/0716	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 029778/0488	2/08/2013	Bayside Finance, LLC	Patents identified in document
School Specialty, Inc.	Reel/Frame: 4786/0439	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4792/0518	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4826/0140	7/20/2012	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4945/0281	1/17/2013	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4957/0797	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Childcraft Education Corp.	Reel/Frame: 4788/0372	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Childcraft Education Corp.	Reel/Frame: 4794/0045	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document

Califone International, Inc.	Reel/Frame: 4788/0378	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Califone International, Inc.	Reel/Frame: 4794/0077	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Califone International, Inc.	Reel/Frame: 4958/0435	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4788/0384	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4790/0214	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4958/0606	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4788/0401	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4790/0236	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4958/0679	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4788/0456	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4790/0555	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4958/0597	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4788/0479	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4794/0017	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4823/0952	7/18/2012	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4958/0660	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4788/0485	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4790/0244	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4826/0144	7/20/2012	Bayside Finance, LLC	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4958/0766	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Childcraft Education Corp.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Sax Arts & Crafts, LLC		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Delta Education, LLC		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Premier Agendas, Inc.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Sportime, LLC		6/4/2012	Bayside Finance, LLC	Copyrights identified in document
School Specialty, Inc.		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Childcraft Education Corp.		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Sax Arts & Crafts, LLC		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document

Delta Education, LLC	6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Premier Agendas, Inc.	6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Sportime, LLC	6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document

Liens on funds in Business Money Market Account No. in the name of School Specialty, Inc., maintained at Comerica Bank (the "Comerica Account") and all identifiable proceeds of the Comerica Account, which total \$1,458,537.10 as of the Petition Date, plus post-petition interest accruing on the Comerica Account, which funds secure the reimbursement obligations of School Specialty, Inc. to Comerica Bank under the Letter of Credit Applications and Reimbursement Agreements, or otherwise, for any draws under Comerica Bank letter of credit no. 5183 in the amount of \$700,000, issued for the benefit of DEI CSEP or Comerica Bank letter of credit no. 5184 in the amount of \$755,000, issued for the benefit of Travelers Insurance Company.

Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing on real property owned by School Specialty, Inc. dated May 22, 2012 in favor of Bayside Finance, LLC, as Agent Recorded on May 24, 2012 in Book 1246 pages 1811-1824 in the Register of Deeds of Saline County, Kansas.

Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing on real property owned by School Specialty, Inc. dated May 22, 2012 in favor of Wells Fargo Capital Finance, LLC as Administrative Agent Recorded on May 24, 2012 in Book 1246 pages 1798-1810 in the Register of Deeds of Saline County, Kansas.

Schedule 6.2 – Permitted Debt

Part A

2011 Subordinated Convertible Debentures in the initial principal amount of \$157,500,000 and accreted through January 28, 2013 \$169,768,391.00.

Sale Leaseback Debt of \$12,020,528.00 remaining principal owed to GE Capital BAF as of December 31, 2012

Letters of Credit – See Schedule 4.9

As of February 9, 2013 there are approximately \$13,400,000 in accounts payable past due by more than 60 days.

Part B

Intercompany balances as of 12/31/12

	Due from Entity			
	SSI	PAI	Select	Delta
<u>Due to Entity:</u>				
Classroom Direct	67,210,127			
Sportime	79,204,718			
Bird in Hand	7,082,596			
Childcraft	57,802,393			
Delta Education LLC	143,211,633			
Califone	33,156,965			
PSA	11,300,763	9,923,557	746,291	1,036
PAI	220,349,294			

In addition, PSA has a note receivable from SSI in the amount of \$4,500,000 CAD. The company's intention is to not have this note repaid. Thus, it is accounted for as equity.

Schedule 6.3 – Permitted Investments

35% equity ownership interest in Carson- Dellosa Publishing, LLC

Schedule 6.14 – Permitted Sale-Leasebacks

Property Address:
101 Almgren Drive
Agawam, MA 01001

Owner / Landlord:
Mesirow Realty Sale-Leaseback, Inc.

Sublet to:
Vaupell Holdings
101 Almgren Drive
Agawam, MA 01001

Property Address:
100 Paragon Parkway
Mansfield, OH 44903

Owner / Landlord:
SSI Mansfield, LLC
c/o Mesirow Realty Sale-Leaseback, Inc.
350 North Clark Street
Chicago, IL 60610

Both Assigned to:
General Electric Capital Business Asset Funding Corporation
10900 NE 4th Street, Suite 500
Bellevue, WA 98004

Schedule 10.3 – Addresses for Notices

School Specialty, Inc.
c/o Chief Financial Officer
W6316 Design Drive
Greenville, WI 54942

Mailing Address:
School Specialty, Inc.
c/o Chief Financial Officer
PO Box 1579
Appleton, WI 54912-1579

Administrative Agent:
U.S. Bank National Association
c/o U.S. Bank Corporate Trust Services
214 N. Tryon Street, 26th Floor
Charlotte, NC 28202
Attn: James Hanley

Schedule 5.16

Post Closing Obligations

<u>Obligation</u>	<u>Due Date</u>
Release of all liens granted to the Prepetition Agents under the Prepetition Debt Documents against Select Agendas, Corp.	No later than 10 days after the Closing
Delivery of the Collateral Access Agreement	No later than 30 days after the Closing Date
Delivery of the Control Agreements relating to the accounts of all Obligors	No later than 30 days after the Closing Date
Delivery of any Mortgages	No later than 30 days after the Closing Date
Delivery to Agent of executed and, if applicable, notarized security documentation under the laws of Quebec, effective to grant and perfect a Lien in all property of Select Agendas, Corp. (or such successor entity) under the laws of Quebec in favor of the Collateral Agent	No later than 30 days after the Closing Date
Delivery of any additional insured/lender's loss payee endorsements in favor of the Collateral Agent	No later than 15 days after the Closing Date
Projected financial statements of the Borrowers and the other Obligors satisfactory to the Lenders in their sole discretion, including income statement, balance sheet and cash flow statement, each in form and substance consistent with the Obligors' internal financial statements, for fiscal years ending 2013 and 2014 presented on a monthly basis; and any updates or modifications to such projected financial statements previously received by the Administrative Agent, in each case in form and substance reasonably satisfactory to the Lenders	April 1, 2013

Delivery of a certificate of a Responsible Officer of the Administrative Borrower attaching a list of copyrights held by Group Members as to which copyright filings require recordations at the U.S. Copyright Office to reflect proper ownership thereof with an indication of which copyright filings the Group Members intend to remedy. Such certificate will contain a representation and warranty, which shall be treated as a representation and warranty under this Agreement, that the copyright registrations that the Group Members do not intend to remedy are, taken as a whole, not material or useful to the business of the Group Members. March 15, 2013

Filing with the U.S. Copyright Office of documentation necessary to remedy the copyright filings which the Group Members intend to remedy and provide proof of such filings to Agent. April 19, 2013

Schedule 5.18

Milestones

The Borrowers shall undertake a dual track process by which they market the assets of the Obligors for sale and pursue a plan of reorganization in order to maximize recoveries for all of their stakeholders according to the following milestones, except to the extent the failure to meet any such milestone is due to the Bankruptcy Court's scheduling requirements (but not any scheduling requirements that are done or made at the request of the Borrowers):

- i. on or before the date that is 21 days after entry of the Interim Order, (a) the Bankruptcy Court shall have entered a final order establishing procedures with respect to the marketing and sale of the Obligors' assets (the "Sale Effort") and approving bidding procedures related thereto, which order shall be in form and substance reasonably acceptable to the Borrowers and Lenders; and (b) the Borrowers shall have filed with the Bankruptcy Court, a plan of reorganization (the "Plan") and a motion seeking approval of the disclosure statement and solicitation procedures related to the Plan (the "Disclosure Statement Motion"), which motion shall be in form and substance acceptable to the Borrowers and Lenders;
- ii. on or before the date that is 44 days after entry of the Interim Order, the Bankruptcy Court shall have entered an order granting the Disclosure Statement Motion, which order shall be in form and substance reasonably acceptable to the Borrowers and Lenders;
- iii. on or before the date that is 48 days the after entry of the Interim Order, the Borrowers shall have commenced solicitation of votes in connection with the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code;
- iv. on or before the date that is 71 days the after entry of the Interim Order, (i) assuming sufficient interest to purchase the Obligors' assets has been expressed in the Borrowers' business reasonable judgment, with the reasonable consent of the Lenders, an auction shall have been conducted in connection with

the Sale Effort to determine the highest and/or best bid for the Borrowers' assets (the "Auction") and (ii) the winning bidder selected at the Auction, if any, shall have obtained a commitment to refinance or repay the Obligations and the obligations under the ABL DIP Credit Obligations in full in cash, which commitment shall be in form and substance satisfactory to the Required Lenders;

v.

on or before the date that is 78 days after the after entry of the Interim Order, (i) the Bankruptcy Court shall have conducted a hearing assuming that an Auction has been held and a winning bidder and backup bidder, if any, have been selected, to obtain entry of a final order approving the sale of the Borrowers' assets to the winning bidder at the Auction (the "Sale Order"), or (ii) in the event that a Sale Order is not entered and the Debtors are pursuing a Plan, the Debtors shall have obtained a commitment to refinance or repay the Obligations and the obligations under the ABL DIP Credit Obligations in full in cash, which commitment shall be in form and substance satisfactory to the Required Lenders.

vi.

on or before the date that is 80 days after entry of the Interim Order, the Bankruptcy Court shall have entered (i) the Sale Order (assuming that an Auction has been held and a winning bidder and backup bidder, if any, have been selected), which order shall be in form and substance reasonably acceptable to the Borrowers and Lenders, or (ii) the order confirming the Plan pursuant to section 1129 of the Bankruptcy Code (assuming the Plan has obtained the requisite votes), which order shall be in form and substance reasonably acceptable to the Borrowers and Lenders; and

vii.

on or before the date that is 94 days after entry of the Interim Order, (i) the sale of the Obligors' assets shall have closed (assuming that an Auction has been held and a winning bidder and backup bidder, if any, have been selected), or (ii) the Plan (assuming the Plan has obtained the requisite votes) shall have become effective.

SECURITY AND PLEDGE AGREEMENT

Dated as of February 27, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,

and

PREMIER AGENDAS, INC.,

as Borrowers and Grantors,

SELECT AGENDAS, CORP.,

FREY SCIENTIFIC, INC.,

and

SAX ARTS & CRAFTS, INC.,

as Guarantors and Grantors,

and

U.S. BANK NATIONAL ASSOCIATION,

as Agent

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SECURITY AND PLEDGE AGREEMENT

This **SECURITY AND PLEDGE AGREEMENT** (this "Agreement") is dated as of February 27, 2013 and entered into by and among **SCHOOL SPECIALTY, INC.**, a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, each of **CLASSROOMDIRECT.COM, LLC**, a Delaware limited liability company, **DELTA EDUCATION, LLC**, a Delaware limited liability company, **SPORTIME, LLC**, a Delaware limited liability company, **CHILDCRAFT EDUCATION CORP.**, a New York corporation, **BIRD-IN-HAND WOODWORKS, INC.**, a New Jersey corporation, **CALIFONE INTERNATIONAL, INC.**, a Delaware corporation, and **PREMIER AGENDAS, INC.**, a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), each of which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, **SELECT AGENDAS, CORP.**, a Nova Scotia unlimited liability company ("Select Agendas"), as a Guarantor, **FREY SCIENTIFIC, INC.** and **SAX ARTS & CRAFTS, INC.**, each a Delaware corporation, each as a Guarantor, each of which is a debtor and debtor-in-possession in a case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, each Subsidiary of the Administrative Borrower (other than the Borrowers) that becomes a Guarantor under the Credit Agreement (as defined below) (the Guarantors and the Borrowers each individually referred to herein as a "Grantor" and collectively as "Grantors"), and **U.S. BANK NATIONAL ASSOCIATION**, as agent for the Lenders and the other Secured Parties (in such capacity, "Agent") under the Credit Agreement (defined below) and the other Loan Documents (as defined therein).

PRELIMINARY STATEMENTS

A. **WHEREAS**, certain Grantors have commenced a case under Chapter 11 of Title 11 of the Bankruptcy Code for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their business as debtors-in-possession;

B. **WHEREAS**, pursuant to that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, the Lenders from time to time party thereto and U.S. Bank National Association, as Agent, and the DIP Order, as applicable, the Agent and the Lenders are willing to make available to the Borrowers a \$155,000,000 debtor-in-possession multiple draw term loan facility to provide, among other things, a working capital and the refinancing of all loans and obligations under the Prepetition Term Loan Agreement, upon the satisfaction (or waiver) of certain conditions;

C. **WHEREAS**, pursuant to the Credit Agreement, the Lenders have agreed to make post-petition loans and advances and provide other financial accommodations to the Borrowers, subject to the terms and conditions contained therein;

D. **WHEREAS**, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

E. **WHEREAS**, Grantors desire that Agent and Lenders consummate the financing transactions contemplated by the Credit Agreement on the terms and conditions contained therein as Grantors will derive substantial direct and indirect economic benefits from the making of the loans, advances and other financial accommodations provided to Borrowers by the Lenders pursuant to the Credit Agreement and the documents executed in connection therewith;

F. **WHEREAS**, it is a condition precedent to effectiveness of the Credit Agreement and each of the transactions contemplated thereby that Grantors shall have entered into this Agreement and granted the security interests and undertaken the obligations contemplated by this Agreement;

G. **WHEREAS**, the Agent and the ABL DIP Agent have entered into an Intercreditor Agreement (as defined in the Credit Agreement), and the provisions of this Agreement are subject to the provisions of the Intercreditor Agreement as provided in Section 31 hereof; and

H. **WHEREAS**, to supplement the DIP Order without in any way diminishing or limiting the effect of the DIP Order or the DIP Liens granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with the DIP Liens.

NOW, THEREFORE, in consideration of the agreements set forth herein and in order to induce Lenders to make the Loans under the Credit Agreement and to make and maintain loans, advances and other financial accommodations under the Credit Agreement, and for other good and valuable consideration the receipt of which is hereby acknowledged, each Grantor hereby agrees with Agent as follows:

SECTION 1. Grant of Security.

Each Grantor hereby pledges, mortgages, hypothecates and (except in the case of ULC Shares) assigns to Agent, and hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the property of such Grantor, in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of this Agreement, or as it may hereafter be amended in, the State of New York (the "UCC"), including all of the following (the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Money, Securities Accounts and all Deposit Accounts, together with all amounts on deposit from time to time in such Deposit Accounts;

-
- (d) all Documents;
 - (e) all Documents of Title (as defined in the PPSA);
 - (f) all Farm Products;
 - (g) all General Intangibles, Intangibles (as defined in the PPSA) and all Intellectual Property, Payment Intangibles and Software;
 - (h) all Goods, including Inventory, Equipment and Fixtures;
 - (i) all Instruments;
 - (j) all Investment Property;
 - (k) all Letter-of-Credit Rights and other Supporting Obligations;
 - (l) all Records;
 - (m) all Assigned Contracts;
 - (n) all Commercial Tort Claims, including those set forth on Schedule 1 annexed hereto; and
 - (o) all Proceeds and Accessions with respect to any of the foregoing Collateral, including all insurance proceeds on or in respect of any of the foregoing Collateral.

Each term set forth above shall have the meaning set forth in the UCC and the PPSA as indicated (to the extent such term is defined in the UCC or elsewhere herein), it being the intention of Grantors that the description of the Collateral set forth above be construed to include the broadest possible range of assets.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in any of such Grantor's rights or interests in or under: (i) voting Equity Interests of any CFC, solely to the extent (y) such Equity Interests represent an excess over 65% of the outstanding voting Equity Interests of such CFC, and (z) pledging or hypothecating more than 65% of the total outstanding Equity Interests of such CFC would result in adverse tax consequences or the costs to the Grantors of providing such pledge are unreasonably excessive (as determined by the Agent (at the direction of the Required Lenders) in consultation with the Administrative Borrower) in relation to the benefits to Agent and the other Secured Parties of the security afforded thereby (which pledge, if reasonably requested by Agent (which shall be at the direction of the Required Lenders), shall be governed by the laws of the jurisdiction of such Subsidiary); (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the applicable IP Filing Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application

shall be considered Collateral; and (iii) any license, contract, permit, Instrument, security or franchise to which such Grantor is a party as of the date hereof or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, Instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, Instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC, PPSA or any other applicable law in any applicable jurisdiction (including the Bankruptcy Code) or principles of equity); provided, that, immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall, without any further action by any party hereto, include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that the foregoing exclusion shall in no way be construed to limit, impair or otherwise affect any of Agent's or any other Secured Party's continuing security interests in and liens upon any rights or interests of any Grantor in or to monies due or to become due under or in connection with any described such license, contract, permit, Instrument, security or franchise, or any proceeds from the sale, license, lease or other dispositions of any such license, contract, permit, Instrument, security or franchise. In the event that any asset of a Grantor is excluded from the Collateral by virtue of clause (iii) of the foregoing sentence (other than to the extent that any such term would be rendered ineffective pursuant to the UCC, PPSA or any other applicable law (including the Bankruptcy Code) or principles of equity), such Grantor agrees to use its reasonable best efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such asset pursuant hereto as promptly as practicable. The security interests granted hereunder shall not extend to (i) any consumer goods (as defined in the PPSA) of Select Agendas; or (ii) the last day of any real property lease, or any agreement to lease to which Select Agendas is now or becomes a party as lessee, provided that any such last day shall be held in trust by Select Agendas for the Agent and, on the exercise by the Agent of its rights and remedies hereunder, shall be assigned by Select Agendas as directed by the Agent (at the direction of the Required Lenders). Notwithstanding the foregoing, Agent shall have a security interest in, and a pledge and collateral assignment of (but not a present assignment of) any Canadian trademarks or ULC Shares forming part of the Collateral.

Each of the Grantors hereby acknowledges that (a) value has been given; (b) each Grantor has rights in the Collateral in which it has granted a security interest; (c) this Agreement constitutes a security agreement as that term is defined in the PPSA; and (d) it has not agreed to postpone the time for attachment of the security interest granted hereunder and the security interest granted hereunder attaches upon the execution of this Agreement (or in the case of any after-acquired property, at the time of the acquisition thereof).

Each of the Grantors hereby further acknowledges and agrees that if the Collateral is realized upon and such Collateral or the proceeds of such Collateral is not sufficient to satisfy all Secured Obligations, subject to the provisions of the PPSA, such Grantor shall continue to be liable for any Obligations remaining outstanding and the Agent shall be entitled to pursue full payment thereof.

SECTION 2. Security for Obligations.

This Agreement secures, and the Collateral is collateral security for, the prompt payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration or demand in accordance with the Credit Agreement, or otherwise, of all obligations of each Grantor to each Secured Party, including the Obligations (as defined in the Credit Agreement), however created, arising or evidenced, and whether or not evidenced by a Loan Document (including, without limitation, interest and other amounts that, but for the filing of a petition in bankruptcy with respect to any Grantor, would accrue on such obligations, whether or not a claim is allowed against such Grantor for such amounts in the related bankruptcy proceeding), together with all extensions or renewals thereof, whether for principal, interest, fees, premiums, expenses, reimbursement obligations, indemnities, or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Agent or any other Secured Party as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement (collectively, the "Secured Obligations"). Each Grantor confirms that value has been given by the Secured Parties or any of them to such Grantor, that such Grantor has rights in its Collateral existing at the date of this Agreement and that such Grantor and the Agent have not agreed to postpone the time for attachment of the Security Interest in any of the Collateral of such Grantor.

SECTION 3. Grantors Remain Liable.

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) Agent shall not have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder and (d) neither Agent nor any other Secured Party shall have any custodial or ministerial duties to perform with respect to the Collateral pledged except as expressly set forth herein; and by way of explanation and not by way of limitation, neither Agent nor any other Secured Party shall incur liability for any of the following: (i) defects in title to or ownership of Collateral, (ii) loss or depreciation of, or any decline in the value of, Collateral, or (iii) failure to present any paper for payment or protest, to protest or give notice of nonpayment or any other notice with respect to any paper or Collateral.

SECTION 4. Representations and Warranties.

Each Grantor represents and warrants to the Agent, for the benefit of Secured Parties, as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Credit Agreement and the DIP Order, (i) such Grantor owns its interests in the Collateral free and clear of any Lien and (ii) except as set forth on Schedule 16 hereto, no effective financing statement, financing change statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including any IP Filing Office. Each Grantor has full power and authority to grant to Agent for the benefit of the Secured Parties the security interest in all Collateral pursuant to this Agreement and to execute, deliver and perform its obligations in accordance with the terms hereof, without the consent or approval of any other Person.

(b) **Perfection.** Upon entry of the DIP Order by the Bankruptcy Court, the security interests in the Collateral granted to Agent for the benefit of Secured Parties hereunder shall constitute valid security interests in the Collateral (other than the Collateral of Select Agendas Corp.), securing the payment of the Secured Obligations. With respect to Select Agendas Corp., upon execution of this Agreement and the filing of PPSA financing statements, the security interests in the Collateral granted to Agent for the benefit of Secured Parties hereunder shall constitute valid security interests in the Collateral. Upon (i) the filing of UCC financing statements or PPSA financing statements (as applicable) naming each Grantor as “debtor”, naming Agent as “Secured Party” and describing the Collateral in the filing offices with respect to such Grantor set forth on Schedule 2 annexed hereto, (ii) the entry of the DIP Order by the Bankruptcy Court, (iii) in the case of the Securities Collateral consisting of certificated Securities or evidenced by Instruments, in addition to filing of such UCC financing statements or PPSA financing statements, as applicable, delivery of the certificates representing such certificated Securities and delivery of such Instruments to Agent, in each case duly endorsed or accompanied by duly executed instruments of assignment or transfer in blank, (iv) in the case of the Intellectual Property Collateral constituting Copyrights and Copyright Rights, in addition to the filing of such UCC financing statements or PPSA financing statements, as applicable, the recordation of a Grant with the United States Copyright Office or the Canadian Intellectual Property Office, (v) in the case of Equipment that is covered by a certificate of title, the filing with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction of an application requesting the notation of the security interest created hereunder on such certificate of title, and (vi) in the case of any Deposit Account and any Investment Property constituting a Security Entitlement, Securities Account, Commodity Contract or Commodity Account, the execution and delivery to Agent of an agreement providing for control by Agent thereof and the filing of a PPSA financing statement in Canada, the security interests in the Collateral granted by each Grantor to Agent for the benefit of Secured Parties will constitute perfected security interests therein prior to all other Liens (except for Permitted Senior Liens), and all filings and other actions necessary or desirable to perfect and protect such security interests will have been duly made or taken. Upon the recordation of a Grant with respect to the Intellectual Property Collateral with the applicable IP Filing Office, no subsequent purchaser or mortgagee for value may obtain claim in or title to any Intellectual Property Collateral having priority or seniority over the security interests in such Intellectual Property Collateral granted by each Grantor to Agent for the benefit of Secured Parties pursuant hereto.

(c) **Office Locations; Type and Jurisdiction of Organization; Locations of Equipment and Inventory** . Each Grantor's name as it appears in official filings in the jurisdiction of its organization, type of organization (i.e. corporation, limited liability company, etc.), jurisdiction of organization, principal place of business, chief executive office, office where such Grantor keeps its Records regarding the Accounts, Intellectual Property and originals of Chattel Paper, and organization number, if any, provided by the applicable Government Authority of the jurisdiction of organization are set forth on Schedule 3 annexed hereto. All of the Equipment and Inventory is located at the places set forth on Schedule 4 annexed hereto, except for Inventory which, in the ordinary course of business, is in transit either (i) from a supplier to a Grantor, (ii) between the locations set forth on Schedule 4 annexed hereto, or (iii) to customers of a Grantor. Schedule 4A sets forth each state in which each Grantor maintains any assets, operates any portion of its business or is authorized to do business.

(d) **Names**. No Grantor (or predecessor by merger or otherwise of such Grantor) has, within the five-year period preceding the date hereof, or, in the case of an Additional Grantor, the date of the applicable Supplement, had a different name from the name of such Grantor listed on the signature pages hereof or of the applicable Supplement, except the names set forth on Schedule 5 annexed hereto (as amended by Agent pursuant to any such Supplement).

(e) **Delivery of Certain Collateral**. All certificates or Instruments (excluding checks) evidencing, comprising or representing the Collateral have been delivered to Agent duly endorsed or accompanied by duly executed instruments of transfer or assignment in blank.

(f) **Securities Collateral**. All of the Pledged Subsidiary Equity set forth on Schedule 6 annexed hereto has been duly authorized and validly issued and is, in the case of stock, fully paid and non-assessable (subject to the general assessability of shares of a ULC); and in the case of all other Pledged Subsidiary Equity, subject to no assessments, capital calls or additional payment requirements of any nature, all of the Pledged Subsidiary Debt set forth on Schedule 7 annexed hereto has been duly authorized and is the legally valid and binding obligation of the issuers thereof and is not in default; there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Subsidiary Equity; Schedule 6 annexed hereto sets forth all of the Pledged Subsidiary Equity (identified as such) and all other Pledged Equity (identified as such) owned by each Grantor, and the percentage ownership in each issuer thereof; and Schedule 7 annexed hereto sets forth all of the Pledged Debt owned by such Grantor.

(g) **Intellectual Property Collateral**. A true and complete list of all Trademark Registrations and applications for any Trademark that are owned or licensed by such Grantor, in whole or in part, is set forth on Schedule 8 annexed hereto; a true and complete list of all Patents owned or licensed by such Grantor, in whole or in part, is set forth on Schedule 9 annexed hereto; a true and complete list of all Copyright Registrations and applications for Copyright Registrations held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, is set forth on Schedule 10 annexed hereto; and such Grantor is not aware of any pending or, to its knowledge, threatened claim by any third party that any of the Intellectual Property Collateral owned, held or used by such Grantor is invalid or unenforceable or violates or infringes on any rights of other Persons.

(h) **Deposit Accounts, Securities Accounts, Commodity Accounts** . Schedule 11 annexed hereto lists all Deposit Accounts, Securities Accounts and Commodity Accounts (separately identified as such) owned by each Grantor, and in each case, indicates the institution or intermediary at which the account is held and the account name and number.

(i) **Chattel Paper**. Such Grantor has no interest in any Chattel Paper, except as set forth in Schedule 12 annexed hereto.

(j) **Letter-of-Credit Rights**. Such Grantor has no interest in any Letter-of-Credit Rights, except as set forth on Schedule 13 annexed hereto.

(k) **Documents**. No negotiable Documents are outstanding with respect to any of the Inventory or other Collateral, except as set forth on Schedule 14 annexed hereto.

(l) **Assigned Agreements**. Each Assigned Agreement is in full force and effect and is enforceable against the parties thereto in accordance with its terms.

(m) **Collateral Condition and Lawful Use**. The Collateral is in good repair and condition in all material respects and each Grantor shall use reasonable care to prevent any of the Collateral from being damaged or depreciating, normal wear and tear excepted.

(n) **Chattel Paper, Accounts, General Intangibles**. Collateral consisting of Chattel Paper, Accounts or General Intangibles is (i) with respect to Chattel Paper and General Intangibles, to the best of its knowledge, genuine and enforceable in accordance with its terms, (ii) to the best of its knowledge, not subject to any defense, set-off, claim, or counterclaim of a material nature against a Grantor except as to which a Grantor has notified Agent in writing, and (iii) to the best of its knowledge, not subject to any other circumstances that would impair the validity, enforceability, value or amount of such Collateral except as to which a Grantor has notified Agent in writing. With respect to its Accounts, except as is specifically disclosed in writing to the Agent, such Accounts (i) represent bona fide sales of Inventory or rendering of services to Account debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper, (ii) are and will be the legal, valid and binding obligation of the Account debtors in respect thereof, representing unsatisfied obligations of such Account debtor and (iii) to the best of such Grantor's knowledge after due inquiry, are and will be enforceable in accordance with their terms.

In addition to the representations and warranties set forth in the Credit Agreement, the representations and warranties as to the information set forth in Schedules referred to herein are made as to each Grantor (other than Additional Grantors) as of the date hereof and as to each Additional Grantor as of the date of the applicable Supplement, except that, in the case of a Pledge Supplement, IP Supplement or notice delivered pursuant to Section 5(d) hereof, such representations and warranties are made as of the date of such supplement or notice.

SECTION 5. Further Assurances.

(a) **Generally.** Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take any and all further action, that may be necessary or desirable, or that Agent may reasonably request (at the direction of the Required Lenders), in order to perfect and protect any security interest or other Lien granted or purported to be granted hereby or under the DIP Order or to enable Agent to exercise and enforce its rights and remedies hereunder or under applicable law with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) notify Agent in writing of receipt by such Grantor of any interest in Chattel Paper and at the request of Agent (at the direction of the Required Lenders), mark conspicuously each item of Chattel Paper and each of its records pertaining to the Collateral, with a legend, in form and substance satisfactory to Agent (at the direction of the Required Lenders), indicating that such Collateral is subject to the security interest granted hereby, (ii) deliver to Agent all promissory notes and other Instruments (other than, unless requested by the Agent as provided below, promissory notes and other Instruments individually in a principal amount less than \$10,000 and in an aggregate principal amount not in excess of \$250,000 from time to time), and, at the request of Agent (at the direction of the Required Lenders), all other promissory notes and instruments and original counterparts of Chattel Paper, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Agent (at the direction of the Required Lenders), (iii) (A) execute (if necessary) and file such financing statements and other filings or continuation statements, or amendments thereto, (B) subject to the terms and conditions set forth in the Credit Agreement, execute and deliver, and cause to be executed and delivered, agreements establishing that Agent has control of Deposit Accounts (other than Excluded Accounts) to the extent necessary or desirable for perfection, and Investment Property of such Grantor, (C) deliver such documents, instruments, notices, records and consents, and take such other actions, necessary to establish that Agent has control over electronic Chattel Paper (other than electronic Chattel Paper the aggregate value or face amount of which does not at any one time exceed \$250,000) and Letter-of-Credit Rights (to the extent the Grantors (or any of them) are or become beneficiary of letters of credit, other than letters of credit having a face amount or value of no more than \$250,000 in the aggregate) of such Grantor, (D) promptly notify Agent (and in any event within five (5) Business Days) of any Account or Chattel Paper arising out of a contract or contracts with the United States of America, Canada or any department, agency, or instrumentality thereof (other than Accounts and Chattel Paper (x) the aggregate value of which does not at any one time exceed \$500,000 or (y) which are based upon purchase orders which are fully satisfied within sixty (60) days of acceptance of the same by any Grantor) and, subject to Section 31, promptly (and in any event within five (5) Business Days) after request by Agent (at the direction of the Required Lenders), execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Secured Parties, and shall provide written notice thereof under the Federal Assignment of Claims Act of 1940 or other applicable law, and (E) deliver such other instruments or notices, in each case, as may be necessary or desirable, or as Agent may reasonably request (at the direction of the Required Lenders), in order to perfect and preserve the security interests or other Liens granted or purported to be granted hereby and under the DIP Order, (iv) furnish to Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request (at the direction of the Required Lenders), all in reasonable detail, (v) subject to the limitations set forth in the Credit

Agreement, at any reasonable time upon request by Agent (at the direction of the Required Lenders), exhibit the Collateral to and allow inspection, examination and audit of the Collateral by Agent, or persons designated by Agent, (vi) at Agent's request (at the direction of the Required Lenders) and upon reasonable prior notice, appear in and defend any action or proceeding that may affect such Grantor's title to or Agent's security interest in or other Liens on all or any part of the Collateral, and (vii) use commercially reasonable efforts to obtain any necessary consents of third parties to the creation and perfection of a security interest or other Lien in favor of Agent with respect to any Collateral. Each Grantor hereby authorizes Agent to file one or more financing statements or similar documents or continuation statements, and amendments thereto, relative to all or any part of the Collateral (including any financing statement indicating that it covers "all assets", "all present and after-acquired personal property" or "all personal property" of such Grantor) without the signature of any Grantor. Each Grantor hereby waives, to the greatest extent permitted under applicable law, notice or receipt of copies of any such statements or amendments or any verification statements in respect thereof.

(b) **Securities Collateral.** Without limiting the generality of the foregoing Section 5(a), each Grantor agrees that (i) all certificates or Instruments representing or evidencing the Securities Collateral shall be delivered to and held by or on behalf of Agent pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by such Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignments in blank, all in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders) and (ii) it will, upon obtaining any additional Equity Interests or Debt, promptly (and in any event within three (3) Business Days for any such Equity Interests and within five (5) days for any such Debt) deliver to Agent a Pledge Supplement, duly executed by such Grantor, in respect of such additional Pledged Equity or Pledged Debt; provided, that the failure of any Grantor to execute a Pledge Supplement with respect to any additional Pledged Equity or Pledged Debt shall not impair the security interest of Agent therein or otherwise adversely affect the rights and remedies of Agent hereunder and under the DIP Order with respect thereto. Upon each such acquisition, the representations and warranties contained in Section 4(f) hereof shall be deemed to have been made by such Grantor as to such Pledged Equity or Pledged Debt, whether or not such Pledge Supplement is delivered.

(c) **Intellectual Property Collateral.** Within thirty (30) days after the end of each calendar month, each Grantor shall notify Agent in writing of any rights to Intellectual Property Collateral acquired or created (and any additions of new tradenames or changes to existing tradenames) by such Grantor after the date hereof during such month and shall execute and deliver to Agent an IP Supplement, and a Grant for recordation in the applicable IP Filing Office with respect to each Trademark Registration, Patent or Copyright Registration (or application with respect thereto) filed during such month; provided, the failure of any Grantor to execute and deliver an IP Supplement or such Grant for recordation with respect to any additional Intellectual Property Collateral shall not impair the security interest of Agent therein or otherwise adversely affect the rights and remedies of Agent hereunder or under the DIP Order with respect thereto. Upon delivery to Agent of an IP Supplement, Schedules 8, 9 and 10 annexed hereto and Schedule A to each Grant, as applicable, shall be deemed modified to include a reference to any right, title or interest in any existing Intellectual Property Collateral or any such Intellectual Property Collateral set forth on Schedule A to such IP Supplement (and the representations and warranties contained in Section 4(g) hereof shall be deemed to have been made by such Grantor as of the end of such calendar month with respect to which such IP Supplement is delivered).

(d) **Commercial Tort Claims.** Grantors have no Commercial Tort Claims as of the date hereof, except as set forth on Schedule 1 annexed hereto. In the event that a Grantor shall at any time after the date hereof have any Commercial Tort Claims (other than Commercial Tort Claims the amount of which does not exceed \$250,000 in the aggregate), such Grantor shall promptly (but in any event within five (5) Business Days) notify Agent thereof in writing, which notice shall (i) set forth in reasonable detail the basis for and nature of such Commercial Tort Claim, (ii) constitute an amendment to this Agreement by which such Commercial Tort Claim shall constitute part of the Collateral and (iii) constitute authorization to file any additional financing statements describing such Commercial Tort Claim to give Agent a perfected security interest in such Commercial Tort Claim.

SECTION 6. Certain Covenants of Grantors.

Each Grantor shall:

(a) not use any Collateral, or permit any Collateral to be used, unlawfully or in violation of any provision of this Agreement, the DIP Order or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) give Agent at least 30 days' prior written notice of (i) any change in such Grantor's legal name (including adopting a French or combined form of name), identity or corporate structure and (ii) any reincorporation, reorganization or other action that results in a change of the jurisdiction of organization of such Grantor;

(c) if Agent gives value to enable such Grantor to acquire rights in or the use of any Collateral, use such value for such purposes and in accordance with the DIP Order;

(d) keep correct and accurate Records of Collateral at the locations described in Schedule 3 annexed hereto;

(e) subject to the limitations set forth in the Credit Agreement, permit representatives of Agent at any time during normal business hours to inspect and make abstracts from such Records, and each Grantor agrees to render to Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto;

(f) not permit any item of Collateral to become a fixture to real estate or an accession to other personal collateral property unless such real estate or other property is also Collateral hereunder or under another Security Document; and

(g) at Agent's request (at the direction of the Required Lenders), provide Agent with schedules describing all accounts, including customer's addresses, created or acquired by a Grantor and at Agent's request shall execute and deliver written assignments of contracts and other documents evidencing such accounts to Agent. Together with each schedule, Grantors shall, if requested by Agent (at the direction of the Required Lenders), furnish Agent with copies of each Grantor's sales, journals, invoices, customer purchase orders or the equivalent, and original shipping or delivery receipts for all good sold, and each Grantor warrants the genuineness thereof.

SECTION 7. Special Covenants With Respect to Equipment and Inventory.

Each Grantor shall:

(a) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and during the continuation of an Event of Default at the request of Agent (at the direction of the Required Lenders), instruct such agent or processor to hold all such Inventory for the account of Agent and subject to the instructions of Agent;

(b) if any Inventory is, or becomes, subject to consignment, bill and hold, sale or return, sale on approval, or other conditional terms of sale, promptly file UCC financing statements listing the Grantor owning such Inventory as the "Secured Party" and the consignee of such Inventory as the "Debtor" and properly identifying the Inventory subject to such consignment; provided that the foregoing obligation shall not apply to consignment or similar transactions if the Inventory related thereto is less than \$10,000 in value in the aggregate;

(c) subject to Article V of the Credit Agreement, cause each mortgagee of real property owned by a Grantor and each landlord of real property leased by a Grantor to execute and deliver instruments satisfactory in form and substance to Agent (at the direction of the Required Lenders) by which such mortgagee or landlord subordinates its rights, if any, in the Collateral and cause to be delivered by each such landlord collateral access agreements in form and substance satisfactory to Agent (at the direction of the Required Lenders) relating to all Collateral located from time to time on all such leased premises;

(d) promptly upon the issuance and delivery to such Grantor of any negotiable Document (other than checks that are promptly deposited into a deposit account subject to a perfected Lien in favor of the Agent securing the Secured Obligations) evidencing a payment obligation in excess of \$10,000 or, with respect to any other negotiable Document, promptly upon Agent's request (at the direction of the Required Lenders), deliver such Document to Agent; and

(e) with respect to Equipment owned at any time by such Grantor that is covered by a certificate of title (other than such Equipment having an aggregate value, for all Grantors, of no more than \$200,000), promptly file with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction an application requesting the notation of the security interest created hereunder on such certificate of title.

SECTION 8. Special Covenants with respect to Accounts and Assigned Agreements.

(a) Each Grantor shall, for not less than three years from the date on which each Account of such Grantor arose, maintain (i) complete Records of such Account, including records of all payments received, credits granted and merchandise returned, and (ii) all documentation relating thereto.

(b) Except as otherwise provided in this subsection (b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor under the Accounts in accordance with the customary payment terms with respect to such Accounts. In connection with such collections, each Grantor may take (and, upon the occurrence and during the continuance of an Event of Default at Agent's direction (acting under the direction of the Required Lenders), shall take) such action as such Grantor or, following an Event of Default, Agent may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts in accordance with the customary payment terms with respect to such Accounts; provided, however, that Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to (i) notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Agent, (ii) notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Agent, (iii) enforce collection of any such Accounts at the expense of Grantors, and (iv) adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. All amounts and proceeds (including checks and Instruments) received by each Grantor in respect of amounts due to such Grantor in respect of the Accounts or any portion thereof (but in the case of cash, only to the extent received after the occurrence and during the continuance of an Event of Default) shall be received in trust for the benefit of Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Agent in the same form as so received (with any necessary endorsement) and, to the extent applicable, in accordance with any applicable terms of the Credit Agreement and the DIP Order. Grantors shall not at any time after the occurrence and during the continuance of an Event of Default, without the written consent of Agent, adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

(c) Each Grantor shall at its expense:

(i) if consistent with sound business practices, perform and observe all terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, and take all such action to such end as may be from time to time reasonably requested by Agent (at the direction of the Required Lenders); and

(ii) upon request of Agent (at the direction of the Required Lenders), (A) furnish to Agent, promptly upon receipt thereof, copies of all notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements and from time to time such information and reports regarding the Assigned Agreements as Agent may reasonably request (at the direction of the Required Lenders) and (B) make to the parties to such Assigned Agreements such demands and requests for information and reports or for action as such Grantor is entitled to make under the Assigned Agreements.

(d) Upon the occurrence and during the continuance of an Event of Default, no Grantor shall (i) cancel or terminate any of the Assigned Agreements or consent to or accept any cancellation or termination thereof; (ii) amend or otherwise modify the Assigned Agreements or give any consent, waiver or approval thereunder; (iii) waive any default under or breach of the Assigned Agreements; (iv) consent to or permit or accept any prepayment of amounts to become due under or in connection with the Assigned Agreements, except as expressly provided therein; or (v) take any other action in connection with the Assigned Agreements that could reasonably be expected to materially impair the value of the interest or rights of such Grantor thereunder or that could reasonably be expected to materially impair the interest or rights of Agent.

SECTION 9. Special Covenants With Respect to the Securities Collateral: IRREVOCABLE PROXY.

(a) **Form of Securities Collateral.** Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Securities Collateral for certificates or instruments of smaller or larger denominations. As of the Closing Date, each limited liability company agreement governing the Pledged Equity shall expressly provide that such Pledged Equity is a security governed by Article 8 of the UCC (and, in the case of any Grantor that is organized under the laws of Canada or a province or territory thereof, such Grantor represents and warrants that all interests in partnerships or limited liability companies are a “security” for the purposes of the STA (if applicable)).

(b) **Covenants.** Each Grantor shall, subject to the terms of the Credit Agreement, (i) not permit any issuer of Pledged Subsidiary Equity to merge or consolidate unless all the outstanding Equity Interests of the surviving or resulting Person are, upon such merger or consolidation, pledged and become Collateral hereunder and no cash, securities or other property is distributed in respect of the outstanding Equity Interests of any other constituent corporation; (ii) cause each issuer of Pledged Subsidiary Equity not to issue Equity Interests in addition to or in substitution for the Pledged Subsidiary Equity issued by such issuer, except to such Grantor; (iii) promptly upon its acquisition (directly or indirectly) of any Equity Interests, including additional Equity Interests in each issuer of Pledged Equity, comply with Section 5(b); (iv) promptly upon issuance of any and all Instruments or other evidences of additional Debt from time to time owed to such Grantor by any obligor on the Pledged Debt, comply with Section 5; (v) promptly deliver to Agent all written notices received by it with respect to the Securities Collateral; (vi) at its expense (A) perform and comply in all material respects with all terms and provisions of any agreement related to the Securities Collateral required to be performed or complied with by it, (B) maintain all such agreements in full force and effect and (C) enforce all such agreements in accordance with their terms; and (vii) promptly execute and deliver to Agent an agreement providing for control (within the meaning under the UCC) by Agent of all Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of such Grantor.

(c) **Voting and Distributions.** So long as no Event of Default shall have occurred and be continuing (or, in the case of pledged ULC Shares, until the ULC Shares are no longer registered in the name of the applicable Grantor) and except as otherwise specified in the Credit Agreement, (i) each Grantor shall be entitled to exercise any and all voting and other

consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not prohibited by the terms of this Agreement, the Credit Agreement or the DIP Order; provided, no Grantor shall exercise any such right, or refrain from exercising any such right, if such exercise, or refrain from exercising, any such right would have a material adverse effect on the value of the Securities Collateral or any part thereof; or on the rights and remedies of Agent or the Lenders under the Loan Documents or in respect of the Collateral, and (ii) each Grantor shall be entitled, subject to the Carve-Out and the DIP Order, to receive and retain any and all dividends, other distributions, principal and interest paid in respect of the Securities Collateral.

Upon the occurrence and during the continuation of an Event of Default, (x) upon written notice from Agent to any Grantor, all rights of such Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; (y) all rights, if any, of such Grantor to receive the dividends, other distributions, principal and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Agent who shall thereupon have the sole right to receive and hold as Collateral such dividends, other distributions, principal and interest payments; and (z) all dividends, principal, interest payments and other distributions which are received by such Grantor contrary to the provisions of clause (y) above shall be received in trust for the benefit of Agent, shall be segregated from other funds of such Grantor and shall forthwith be paid over to Agent as Collateral in the same form as so received (with any necessary endorsements); provided, however, that solely in the case of ULC Shares, the applicable Grantor shall have the right to vote such shares and to retain for its own account any dividends or other distributions on such shares (other than to the extent same consists of certificated Pledged Equity which shall be delivered to Agent to be held in accordance with the terms hereof) until such shares are effectively transferred in to the name of a person other than such Grantor).

In order to permit Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder, (I) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Agent all such proxies, dividend payment orders and other instruments as Agent may from time to time reasonably request, which proxies, dividend payment orders and instruments shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Equity on the record books of the issuer thereof) by any other Person (including the issuer of the Pledged Equity or any officer or Agent thereof), upon the occurrence of an Event of Default, and (II) without limiting the effect of clause (I) above, **EACH GRANTOR HEREBY GRANTS TO AGENT AN IRREVOCABLE PROXY AND IRREVOCABLE POWER OF ATTORNEY (WHICH POWER OF ATTORNEY IS COUPLED WITH AN INTEREST)** to vote the Pledged Equity and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Equity would be entitled (including giving or withholding written consents of holders of Equity Interests, calling special meetings of holders of Equity Interests and voting at such meetings), which proxy and power of attorney shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Equity on the record books of the issuer thereof) by any other Person (including the issuer of the Pledged Equity or any officer or Agent thereof), upon the occurrence of an Event of Default (except with respect to the ULC Shares) and which proxy and power of attorney shall only terminate upon the waiver of such Event of Default as evidenced by a writing executed by Agent and any other Person required by the terms of the Loan Documents, or on the Termination Date.

(d) Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of Agent and each Grantor that neither Agent nor any Secured Party should under any circumstances prior to realization thereon be held to be a "member" or a "shareholder", as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered and beneficial owner of ULC Shares which are Collateral of such Grantor, such Grantor will remain the sole registered and beneficial owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled, subject to the Carve-Out and the DIP Order, to receive and retain for its own account any dividend on or other distribution, if any, in respect of such ULC Shares (except for any dividend or distribution comprised of any certificates representing the Pledged Equity of such Grantor, which shall be delivered to Agent to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute Agent, any Secured Party, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Agent, any Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof or the Credit Agreement or any other Loan Document would have the effect of constituting Agent or any Secured Party, as applicable, a member or shareholder of any ULC prior to such time, such provision shall be severed herefrom or therefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, the Credit Agreement or the other Loan Documents, each Grantor shall not cause or permit, or enable a Grantor that is a ULC to cause or permit, Agent or any Secured Party to: (a) be registered as a shareholder or member of such ULC; (b) have any notation entered in their favour in the share register of such Grantor; (c) be held out as shareholders or members of such Grantor; (d) receive, directly or indirectly, any dividends, property or other distributions from such Grantor by reason of Agent holding the Security Interests over the ULC Shares; or (e) act as a shareholder or member of such Grantor, or exercise any rights of a shareholder or member including the right to attend a meeting of shareholders or members of such Grantor or to vote its ULC Shares.

SECTION 10. Special Covenants With Respect to the Intellectual Property Collateral.

(a) Each Grantor shall:

(i) not permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property Collateral acquired under such contracts;

(ii) take any and all reasonable steps to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, including, without limitation, where appropriate entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(iii) use proper statutory notice in connection with its use of any of the Intellectual Property Collateral and products and services covered by the Intellectual Property Collateral (in the case of Intellectual Property Collateral that is acquired after the Closing Date, within a commercially reasonable period, but in any event within no more than 45 days after such Intellectual Property Collateral is acquired); and

(iv) use a commercially appropriate standard of quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks.

(b) Except as otherwise provided in this Section 10, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof in accordance with customary applicable payment terms. In connection with such collections, each Grantor may take (and, after the occurrence and during the continuance of any Event of Default at Agent's reasonable direction (acting under the direction of the Required Lenders), shall take) such action as such Grantor or Agent may deem reasonably necessary or advisable to enforce collection of such amounts in accordance with customary applicable payment terms; provided, Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. All amounts and proceeds (including checks and Instruments) received by each Grantor in respect of amounts due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof (but in the case of cash, only to the extent received after the occurrence and during the continuance of an Event of Default) shall be received in trust for the benefit of Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Agent in the same form as so received (with any necessary endorsement), in accordance, where applicable, with the terms of the Credit Agreement and the DIP Order. Grantors shall not at any time after the occurrence and during the continuance of an Event of Default, without the written consent of Agent, adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(c) Each Grantor shall diligently, through counsel reasonably acceptable to Agent (at the direction of the Required Lenders), prosecute, file and/or make, unless and until such Grantor, in its commercially reasonable judgment, decides otherwise, (i) any application for registration relating to any of the Intellectual Property Collateral owned, held or used by such Grantor and set forth on Schedules 8, 9 or 10 annexed hereto, as applicable, that is pending as of the date of this Agreement, (ii) any Copyright Registration on any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration), (iii) any application on any future patentable but unpatented innovation or invention comprising Intellectual Property Collateral (except for inventions of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek a patent), and (iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Intellectual Property Collateral (except for Intellectual Property of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not maintain such proceeding or seek such protection). Any expenses incurred in connection therewith shall be borne solely by Grantors. Subject to the foregoing, each Grantor shall give Agent prior written notice of any abandonment of any Intellectual Property Collateral (except for Intellectual Property of nominal commercial value with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not maintain such proceeding or seek such protection).

(d) Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are necessary to protect the Intellectual Property Collateral. Each Grantor shall promptly, following its becoming aware thereof, notify Agent of the institution of, or of any adverse determination in, any proceeding (whether in an IP Filing Office or any federal, state, provincial, local or foreign court) or regarding such Grantor's ownership, right to use, or interest in any Intellectual Property Collateral. Each Grantor shall provide to Agent any information with respect thereto reasonably requested by Agent (at the direction of the Required Lenders).

(e) In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, effective upon the occurrence and during the continuance of an Event of Default, hereby assigns, transfers and conveys to Agent the nonexclusive right and license to use all Trademarks, Copyrights, Patents or technical processes (including, without limitation, the Intellectual Property Collateral) owned or used by such Grantor that relate to the Collateral, together with any goodwill associated therewith, all to the extent necessary to enable Agent to realize on the Collateral in accordance with this Agreement and to enable any transferee or assignee of the Collateral to enjoy the benefits of the Collateral. This right shall inure to the benefit of all successors, assigns and transferees of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license shall be granted free of charge, without requirement that any monetary payment whatsoever be made to such Grantor.

SECTION 11. Collateral Account.

[Reserved]

SECTION 12. Agent Appointed Attorney-in-Fact.

Each Grantor hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, which appointment is coupled with an interest, with full authority in the place and stead of such Grantor and in the name of such Grantor, Agent or otherwise, from time to time in Agent's discretion (at the direction of the Required Lenders and subject however to compliance with applicable law) to take any action and to execute any instrument that Agent may deem necessary or advisable (at the direction of the Required Lenders) to accomplish the purposes of this Agreement to the extent any such action is not inconsistent with the DIP Order or the Credit Agreement and without application to or order of the Bankruptcy Court, including, without limitation:

(a) to obtain and adjust insurance required to be maintained by such Grantor or paid to Agent pursuant to the Credit Agreement;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other Instruments, Documents, Chattel Paper and other documents in connection with clauses (a) and (b) above;

(d) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce or protect the rights of Agent with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than taxes not required to be discharged pursuant to the Credit Agreement and Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent (at the direction of the Required Lenders in their sole discretion), any such payments made by Agent to become obligations of such Grantor to Agent, due and payable immediately without demand;

(f) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and

(g) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantors' expense, at any time or from time to time, all acts and things that Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Without limiting the generality of any other provision of this Agreement, Agent agrees that, except for the powers granted pursuant to clause (e) above, it will not exercise any power or authority granted pursuant to this Section 12 unless an Event of Default has occurred and is continuing.

SECTION 13. Agent May Perform.

If any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the expenses of Agent incurred in connection therewith shall be payable by Grantors under Section 18(b).

SECTION 14. Standard of Care.

The powers conferred on Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

SECTION 15. Remedies.

(a) **Generally.** If any Event of Default shall have occurred and be continuing (subject solely in the case of ULC Shares to Section 9(d)), Agent may, to the extent any such action is not inconsistent with the DIP Order or the Credit Agreement and without application to or order of the Bankruptcy Court, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party on default under the UCC (whether or not the UCC applies to the affected Collateral) and the PPSA, and also may (i) require each Grantor to, and each Grantor hereby agrees that it will, at its expense and upon request of Agent forthwith (acting under the direction of the Required Lenders), assemble all or part of the Collateral as directed by Agent (acting under the direction of the Required Lenders) and make it available to Agent at a place to be designated by Agent that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Agent deems appropriate (at the direction of the Required Lenders), (iv) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of such Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Agent may deem commercially reasonable (at the direction of the Required Lenders), (vi) exercise dominion and control over and refuse to permit further withdrawals from any Deposit

Account maintained with Agent or any Lender and provide instructions directing the disposition of funds in Deposit Accounts not maintained with Agent or any Lender, (vii) provide entitlement orders with respect to security entitlements and other investment property constituting a part of the Collateral and, without notice to any Grantor, transfer to or register in the name of Agent or any of its nominees any or all of the Securities Collateral and (viii) appoint by instrument in writing a receiver, receiver-manager, manager or receiver and manager (each a “Receiver”) for the Collateral of each Grantor and with such rights, powers and authority as may be provided for in such instrument of appointment or any supplemental instrument. To the extent permitted by applicable law and the DIP Order, any Receiver appointed by the Agent shall (for the purposes relating to responsibility for the Receiver’s acts or omissions) be considered to be the agent of such Grantor. The Agent may from time to time fix the Receiver’s remuneration and such Grantor shall pay the amount of such remuneration to the Agent. The Agent shall not be liable to any Grantor or any other person in connection with appointing a Receiver or in connection with the Receiver’s actions or omissions. Agent or any Secured Party may be the purchaser of any or all of the Collateral at any such sale and Agent, as agent for and representative of Secured Parties (but not a Secured Party in its individual capacity unless Requisite Lenders shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, valuation, extension, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days’ notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Notwithstanding the foregoing sentence (but subject to the terms of the DIP Order), if, under mandatory requirements of law, the Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the applicable Grantor as specified in the foregoing sentence, the Agent need give the applicable Grantor only such notice of disposition as shall be reasonably practicable. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Obligations, Grantors shall be jointly and severally liable for the deficiency and the fees of any attorneys employed by Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section 15 will cause irreparable injury to Agent, that Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Obligations

becoming due and payable prior to their stated maturities. Each Grantor agrees not to assert against Agent or any other Secured Party as a defense (legal or equitable) as a set-off, as a counterclaim or otherwise, any claims any Grantor may have against any seller or lessor that provided personal property or services relating to any part of the Collateral or against any other party liable to any Secured Party for all or any part of the Secured Obligations. Each Grantor waives all exemptions and homestead rights with respect to the Collateral. Each Grantor waives any and all rights to any bond or security which might be required by applicable law prior to the exercise of any Agent's or other Secured Party's remedies against Collateral. All rights of Agent and the other Secured Parties or otherwise arising from the security interests hereunder, and all obligations of the Grantors hereunder or under the other Loan Documents shall be absolute and unconditional, not discharged or impaired irrespective of (and regardless of whether any Grantor receives any notice of): (i) any lack of validity or enforceability of any other Loan Document, (ii) any change in the time, manner or place of payment or performance, or in any term, of all or any of the Secured Obligations or the Loan Documents or any other amendment or waiver or consent to any departure from any Loan Document, and any increase or decrease from time to time in the amount of, and any payment and new incurrence from time to time of, the Secured Obligations or (iii) any exchange, insufficiency, unenforceability, enforcement, release, impairment, or non-perfection of any Collateral, or any release of or modifications to or other insufficiency, unenforceability or enforcement of the obligations of any obligor.

(b) Securities Collateral.

(i) Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Agent may be compelled, with respect to any sale of all or any part of the Securities Collateral conducted without prior registration or qualification of such Securities Collateral under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private placement may be at prices and on terms less favorable than those obtainable through a sale without such restrictions (including an offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances and the registration rights granted to Agent by such Grantor pursuant hereto, each Grantor agrees that any such private placement shall not be deemed, in and of itself, to be commercially unreasonable solely because it is a private placement and that Agent shall have no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Agent determines to exercise its right to sell any or all of the Securities Collateral, upon written request, each Grantor shall and shall cause each issuer of any Securities Collateral to be sold hereunder from time to time to furnish to Agent all such information as Agent may request in order to determine the amount of Securities Collateral which may be sold by Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(ii) If Agent shall determine to exercise its right to sell all or any of the Securities Collateral pursuant to this Section, each Grantor agrees that, upon request of Agent (at the direction of the Required Lenders in their sole discretion) and subject to applicable securities laws, such Grantor will, at its own expense (A) execute and deliver, and cause or, to the extent such issuer is not a Subsidiary of such Grantor, use its best efforts to cause, each issuer of the Securities Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of Agent, advisable to register such Securities Collateral under the provisions of the Securities Act and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto; (B) use its best efforts to qualify the Securities Collateral under all applicable state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of the Securities Collateral, as reasonably requested by Agent (at the direction of the Required Lenders); (C) cause each such issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act; (D) do or cause to be done all such other acts and things as may be necessary to make such sale of the Securities Collateral or any part thereof valid and binding and in compliance with applicable law; and (E) bear all costs and expenses, including reasonable attorneys' fees, of carrying out its obligations under this Section. Prior to a realization and re-registration contemplated by Section 9(d), the foregoing provisions shall not apply to ULC Shares.

(iii) Without limiting the generality of the indemnification and expense reimbursement provisions of the Credit Agreement, in the event of any registered offering described herein, each Grantor agrees to indemnify and hold harmless Agent, and each Secured Party and each of their respective directors, officers, employees and agents from and against any loss, fee, cost, expense, damage, liability or claim, joint or several, to which any such Persons may become subject or for which any of them may be liable, under the Securities Act or otherwise, insofar as such losses, fees, costs, expenses, damages, liabilities or claims (or any litigation commenced or threatened in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, registration statement, prospectus or other such document published or filed in connection with such registered offering, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Agent and such other Persons for any legal or other expenses reasonably incurred by Agent and such other Persons in connection with any litigation, of any nature whatsoever, commenced or threatened in respect thereof (including any and all fees, costs and expenses whatsoever reasonably incurred by Agent and such other Persons and counsel for Agent and other such Persons in investigating, preparing for, defending against or providing evidence, producing documents or taking any other action in respect of, any such commenced or threatened litigation or any claims asserted). This indemnity shall be in addition to any liability which any Grantor may otherwise have and shall extend upon the same terms and conditions to each Person, if any, that controls Agent or such Persons within the meaning of the Securities Act.

(c) **Collateral Account.**

[Reserved]

SECTION 16. Additional Remedies for Intellectual Property Collateral.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Agent or otherwise, to enforce any Intellectual Property Collateral, in which event each Grantor shall, at the request of Agent (at the direction of the Required Lenders), do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Agent as provided in the indemnification and expense reimbursement provisions of the Credit Agreement and Section 18 hereof, as applicable, in connection with the exercise of its rights under this Section 16, and, to the extent that Agent shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others, subject to the exercise of commercially reasonable judgment in whether and how to maintain any action, suit or proceeding against any Person so infringing reasonably necessary to prevent such infringement; (ii) upon written demand from Agent (acting under the direction of the Required Lenders), each Grantor shall execute and deliver to Agent an assignment or assignments of the Intellectual Property Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Agent (or any Secured Party) receives cash proceeds or other value in respect of the sale of, or other realization upon, the Intellectual Property Collateral.

(b) If (i) an Event of Default shall have occurred and, by reason of waiver, modification, amendment or otherwise, shall no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Agent of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made, and (iv) the Secured Obligations shall not have become immediately due and payable, then upon the written request of any Grantor, Agent shall promptly execute and deliver to such Grantor such assignments as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Agent as aforesaid, subject to any disposition thereof that may have been made by Agent; provided, after giving effect to such reassignment, Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Agent and Permitted Liens.

SECTION 17. Application of Proceeds.

Upon the occurrence and during the continuation of an Event of Default, if so determined by Agent (at the direction of the Required Lenders in their sole discretion), or upon any Application Event or acceleration of the Obligations pursuant to Article VII of the Credit Agreement, Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral (as determined by Agent (acting under the direction of the Required Lenders in their sole discretion)) and the proceeds of any insurance policy in respect of any Collateral in the order of application set forth in Article II of the Credit Agreement.

SECTION 18. Indemnity and Expenses.

(a) Grantors jointly and severally agree to indemnify Agent and each Secured Party and their respective Affiliates, directors, officers, employees, counsel, trustees, advisors, agents and attorneys-in-fact in accordance with Section 10.5 of the Credit Agreement.

(b) Grantors jointly and severally agree to pay to Agent and each Secured Party upon demand the amount of any and all costs and expenses in accordance with Section 10.4 and Section 10.5 of the Credit Agreement.

(c) The obligations of Grantors in this Section 18 shall survive the termination of this Agreement and the discharge of Grantors' other obligations, including the obligations under this Agreement, the Credit Agreement and the other Loan Documents.

SECTION 19. Continuing Security Interest; Transfer of Loans; Termination and Release.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Termination Date, (ii) be binding upon Grantors and their respective successors and assigns, and (iii) inure, together with the rights and remedies of Agent hereunder, to the benefit of Agent and its successors, transferees and assigns.

(b) On the Termination Date, the security interest granted hereby shall terminate and all rights to the Collateral not theretofore sold or otherwise disposed of pursuant to the exercise of rights and remedies of the Agent hereunder or as otherwise contemplated hereby shall revert to the applicable Grantors. Upon any such termination Agent will, at Grantors' expense, execute and deliver to or at the direction of Grantors such documents as Grantors shall reasonably request to evidence such termination. In addition, upon the proposed sale or other disposition of any Collateral by Grantor in accordance with the Credit Agreement and the DIP Order for which such Grantor desires a security interest release from Agent, such a release may be obtained pursuant to the provisions of the Credit Agreement.

SECTION 20. U.S. Bank National Association, as Agent.

(a) U.S. Bank National Association has been appointed to act as Agent hereunder by Lenders. Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement.

(b) Until the payment in full of all Obligations under the Loan Documents and the termination of the Commitments, Agent shall at all times be the same Person that is Collateral Agent under the Credit Agreement. Notice of resignation by Collateral Agent pursuant to the Credit Agreement shall also constitute notice of resignation as Agent under this Agreement; and appointment of a successor Collateral Agent pursuant to the Credit Agreement shall also constitute appointment of a successor Agent under this Agreement. Upon the acceptance of any appointment as Collateral Agent under the Credit Agreement by a successor Collateral Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement, and the retiring Agent under this Agreement shall promptly (i) transfer to such successor Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under this Agreement, and (ii) execute (if necessary) and deliver to such successor Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the security interests created hereunder, whereupon such retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Agent hereunder.

SECTION 21. Additional Grantors.

From time to time subsequent to the date hereof, additional Persons may become Additional Grantors, by executing a Supplement. Upon delivery of any such Supplement to Agent, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Agent not to cause any Person to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder from time to time.

SECTION 22. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Agent and, in the case of any such amendment or modification, by Grantors; provided that notwithstanding the foregoing, this Agreement may be modified by the execution of a Supplement by an Additional Grantor in accordance with Section 21 hereof without signature or any other act by any other Grantor and Grantors hereby waive any requirement of notice of or consent to any such Supplement. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 23. Notices.

Any notice or other communication herein required or permitted to be given shall be given as provided in Section 10.3 of the Credit Agreement.

SECTION 24. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 25. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 26. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 27. Governing Law; Rules of Construction

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except (i) to the extent the law of any other jurisdiction applies as to the perfection or enforcement of the any security interest in any Collateral (if and to the extent collateral security is granted with respect to the Obligations) and (ii) to the extent applicable, the Bankruptcy Code.

(b) Agent and each Grantor hereby irrevocably submits to the exclusive jurisdiction and venue of the Bankruptcy Court and any state or federal court of the United States sitting in the State of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents, and Agent and each Grantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Agent and each Grantor hereby irrevocably waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Grantor agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 27(b) shall affect the right of Agent to serve legal process in any other manner permitted by law or affect the right of Agent to bring any action or proceeding against any Grantor or the property of any Grantor (including the Collateral) in the courts of other jurisdictions.

(c) The rules of construction set forth in Section 1.1 of the Credit Agreement shall be applicable to this Agreement *mutatis mutandis*.

SECTION 28. Waiver of Jury Trial

AGENT AND EACH GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

SECTION 29. Counterparts; Execution.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page by facsimile, PDF or other electronic format shall be as effective as delivery of a manually executed original signature page, and each party hereto delivering an executed signature page hereto in electronic format agrees to deliver to each other party hereto, on request, a manually executed signature page, but the failure to deliver such manually executed signature page shall not affect the validity, effectiveness or enforceability of the signature page delivered electronically, which shall be effective for all purposes.

SECTION 30. WAIVER OF CLAIMS.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE GRANTORS HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW AND THE DIP ORDER, AS APPLICABLE:

(a) EXCEPT AS OTHERWISE PROVIDED IN THE DIP ORDER, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE AGENT'S TAKING POSSESSION OR THE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH THE BORROWERS OR ANY GUARANTOR WOULD OTHERWISE HAVE UNDER ANY REQUIREMENT OF LAW;

(b) ALL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION EXCEPT ANY DAMAGES WHICH ARE THE DIRECT RESULT OF THE AGENT'S OR ANY LENDER'S BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;

(c) ALL OTHER REQUIREMENTS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE AGENT'S RIGHTS HEREUNDER; AND

(d) ALL RIGHTS OF REDEMPTION, APPRAISEMENT, STAY, EXTENSION OR MORATORIUM NOW OR HEREAFTER IN FORCE UNDER ANY APPLICABLE LAW IN ORDER TO PREVENT OR DELAY THE ENFORCEMENT OF THIS AGREEMENT OR THE ABSOLUTE SALE OF THE COLLATERAL OR ANY PORTION THEREOF, AND EACH GRANTOR, FOR ITSELF AND ALL WHO MAY CLAIM UNDER IT, INsofar AS IT OR THEY NOW OR HEREAFTER LAWFULLY MAY, HEREBY WAIVES THE BENEFIT OF ALL SUCH LAWS.

SECTION 31. Payment of Obligations.

Except in accordance with the Bankruptcy Code or by an applicable order of the Bankruptcy Court, each Grantor will pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, (i) all its post-petition material taxes and other material obligations of whatever nature that constitute administrative expenses under Section 503(b) of the Bankruptcy Code in the Chapter 11 Cases, except, so long as no material property (other than money for such obligation and the interest or penalty accruing thereon) of any Grantor is in danger of being lost or forfeited as a result thereof, no such obligation need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings and any required reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Grantor and (ii) all material obligations arising from contractual obligations entered into after the Petition Date or from contractual obligations entered into prior to the Petition Date and assumed and which are permitted to be paid post-petition by order of the Bankruptcy Court that has been entered with the consent of (or non-objection by) the Agent.

SECTION 32. Remedies Cumulative.

Each and every right, power and remedy hereby specifically given to the Agent and the Lenders shall be in addition to every other right, power and remedy specifically given under this Agreement, the DIP Order or the other Loan Documents or now or hereafter existing at law or in equity, or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Agent or any Lender. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise of any other or others. No delay or omission of the Agent or any Lender in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or an acquiescence therein. In the event that the Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

SECTION 33. Judgment Currency.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any of the Loan Documents, it becomes necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due under this

Agreement or any of the Loan Documents in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the exchange rate as determined by Agent, in its sole discretion, prevailing on the Business Day before the day on which judgment is given. In the event that there is a change in the exchange rate prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Secured Parties of the amount due, the Obligors will, on the date of receipt by the Secured Parties, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Secured Parties on such date is the amount in the Judgment Currency which when converted at the exchange rate prevailing on the date of receipt by the Secured Parties is the amount then due under this Agreement or any of the Loan Documents in the Currency Due. If the amount of the Currency Due which the Secured Parties are able to purchase is less than the amount of the Currency Due originally due to it, the Obligors shall indemnify and save the Secured Parties harmless from and against loss or damage arising as a result of such deficiency. The indemnity contained herein shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Secured Parties from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement, or any of the Loan Documents, or under any judgment or order.

SECTION 34. Discontinuance of Proceedings.

In case the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Agent, then and in every such case, but subject to such determination, the Borrowers, the other Grantors, the Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the Liens granted under this Agreement and the DIP Order, as applicable, and all rights, remedies and powers of the Agent and the Lenders shall continue as if no such proceeding had been instituted.

SECTION 35. Inconsistency.

In the event of any inconsistency between the provisions of this Agreement or any other Loan Document and the DIP Order, the provisions of the DIP Order shall govern.

SECTION 36. Definitions.

(a) Each capitalized term utilized in this Agreement that is not defined herein shall (i) have the meaning given to such term in the Credit Agreement or (ii) if such term is not defined in the Credit Agreement, shall have the meaning set forth in Articles 1, 8 or 9 of the UCC.

(b) In addition, the following terms used in this Agreement shall have the following meanings:

“Additional Grantor” means a Person that becomes a party hereto after the date hereof as an additional Grantor by executing a Supplement.

“Assigned Agreements” means, with respect to any Grantor, the agreements set forth on Schedule 15 annexed hereto, as each such agreement may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, (a) all rights of such Grantor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (b) all rights of such Grantor to receive proceeds of any Supporting Obligations with respect to the Assigned Agreements, (c) all claims of such Grantor for damages arising out of any breach of or default under the Assigned Agreements, and (d) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder.

“Collateral” has the meaning set forth in Section 1 hereof.

“CFC” means a controlled foreign corporation (as that term is defined in the IR Code).

“Copyright Registrations” means all copyright registrations issued to any Grantor and applications for copyright registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations set forth on Schedule 10 annexed hereto, as the same may be amended pursuant hereto from time to time).

“Copyright Rights” means all common law and other rights in and to the Copyrights in the United States and any state thereof, in Canada and in foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements), the right (but not the obligation) to renew and extend Copyright Registrations and any such rights and to register works protectable by copyright and the right (but not the obligation) to sue in the name of any Grantor or in the name of Agent or any other Secured Party for past, present and future infringements of the Copyrights and any such rights.

“Copyrights” means all items under copyright in various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software layouts, trade dress, drawings, designs, writings, and formulas (including, without limitation, the works set forth on Schedule 10 annexed hereto, as the same may be amended pursuant hereto from time to time).

“Credit Agreement” has the meaning set forth in the Preliminary Statements of this Agreement.

“Default” means any Default as defined in the Credit Agreement.

“Event of Default” means any Event of Default as defined in the Credit Agreement.

“Excluded Accounts” means Deposit Accounts (i) containing solely Excluded Amounts or (ii) specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor’s or its Subsidiaries’ employees.

“Excluded Amounts” means (i) an aggregate amount of not more than \$100,000 at any one time, credited to the Grantors and their Subsidiaries (other than those Subsidiaries that are CFCs), (ii) an aggregate amount of not more than \$100,000 (calculated at current exchange rates) at any one time, credited to Subsidiaries of Grantors that are CFCs and (iii) any Permitted LC Collateral.

“General Intangibles” means General Intangibles (as that term is defined in the UCC) and Intangibles (as that term is defined in the PPSA).

“Grant” means a Grant of Trademark Security Interest, substantially in the form of Exhibit I annexed hereto, and a Grant of Patent Security Interest, substantially in the form of Exhibit II annexed hereto, and a Grant of Copyright Security Interest, substantially in the form of Exhibit III annexed hereto.

“Intellectual Property Collateral” means, with respect to any Grantor all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all:

(c) Copyrights, Copyright Registrations and Copyright Rights, including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights, all derivative works and other works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Grantor), authored (as a work for hire for the benefit of such Grantor), or acquired by such Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world;

(d) Patents;

(e) Trademarks, Trademark Registrations, the Trademark Rights and goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith;

(f) all trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas, and all other proprietary information; and

(g) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

“IP Filing Office” means the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any successor or substitute office in which filings are necessary or, in the opinion of Agent, desirable in order to create or perfect Liens on, or evidence the interest of Agent and Secured Parties in, any Intellectual Property Collateral.

“IP Supplement” means an IP Supplement, substantially in the form of Exhibit V annexed hereto.

“Patents” means all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule 9 annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

“Pledged Debt” means the Debt from time to time owed to a Grantor, including the Debt set forth on Schedule 7 annexed hereto and issued by the obligors named therein, the agreements, Instruments and certificates evidencing such Debt or any guarantee, security or other credit support or Supporting Obligations therefor, and all interest, fees, cash or other property received, receivable or otherwise distributed in respect thereof or in exchange therefor.

“Pledged Equity” means all Equity Interests now or hereafter owned by a Grantor, including all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of the foregoing, including those owned on the date hereof and set forth on Schedule 6 annexed hereto, the certificates or other instruments representing any of the foregoing and any interest of such Grantor in the entries on the books of any securities intermediary pertaining thereto and all distributions, dividends and other property received, receivable or otherwise distributed in respect thereof or in exchange therefor.

“Pledged Subsidiary Debt” means Pledged Debt owed to a Grantor by any obligor that is, or becomes, a direct or indirect Subsidiary of such Grantor, of which such Grantor is a direct or indirect Subsidiary or that controls, is controlled by or under common control with such Grantor.

“Pledged Subsidiary Equity” means Pledged Equity in a Person that is, or becomes, a direct Subsidiary of a Grantor.

“Pledge Supplement” means a Pledge Supplement, in substantially the form of Exhibit IV annexed hereto, in respect of the additional Pledged Equity or Pledged Debt pledged pursuant to this Agreement.

“PPSA” means the Personal Property Security Act (Nova Scotia) as in effect in the Province of Nova Scotia, the Civil Code of Quebec as in effect in the Province of Quebec or any other Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, or hypothecs on personal property, and any successor statutes, as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time.

“Receiver” has the meaning set forth in Section 15(a) hereof.

“Secured Obligations” has the meaning set forth in Section 2 hereof.

“Secured Parties” means the Lenders, the Administrative Agent, the Collateral Agent, each other Indemnitee and any other holder of any Obligation of any Obligor.

“Securities Act” means the Security Act of 1933, as amended from time to time, and any successor statute.

“Securities Collateral” means, with respect to any Grantor, the Pledged Equity, the Pledged Debt and any other Equity Interests and other Investment Property in which such Grantor has an interest.

“STA” means the Securities Transfer Act (Nova Scotia) as such legislation may be amended, renamed or replaced from time to time, and the regulations thereunder as in effect from time to time provided that, to the extent that perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on Collateral that is Investment Property is governed by the laws in effect in any province or territory of Canada other than Nova Scotia in which there is in force legislation substantially the same as the Securities Transfer Act (Nova Scotia) (an “Other STA Province”), then “STA” shall mean such other legislation as in effect from time to time in such Other STA Province for purposes of the provisions hereof referring to or incorporating by reference provisions of the STA.

“Supplement” means a supplement to this Agreement entered into by a Subsidiary of Company or another Person pursuant to Section 21 hereof and in the form attached as Exhibit VI.

“Termination Date” means the date on which (a) the Loans have been indefeasibly repaid in full in cash, (b) all other Secured Obligations (other than Unasserted Obligations) under this Agreement and the other Loan Documents have been completely discharged and (c) the Commitments shall have been terminated.

“Trademark Registrations” means all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 8 annexed hereto).

“Trademark Rights” means all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof, Canada and in foreign countries.

“Trademarks” means all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademarks specifically set forth on Schedule 8 annexed hereto).

“UCC” has the meaning set forth in Section 1 hereof.

“ULC” means a Person that is an unlimited company, unlimited liability company or unlimited liability corporation under any ULC Laws.

“ULC Laws” means the Companies Act (Nova Scotia), the Business Corporations Act (Alberta), the Business Corporations Act (British Columbia) and any other present or future laws governing ULCs.

“ULC Shares” means shares, partnership interests or other Equity Interests in the capital stock of a ULC.

SECTION 37. Intercreditor Agreement.

The security interest granted pursuant to this Agreement, and the exercise of remedies, priority of Liens, and application of proceeds, in respect of the ABL DIP Credit Priority Collateral, are subject to the provisions of the Intercreditor Agreement, and any provision of this Agreement requiring delivery of Collateral, or proceeds of Collateral, that is ABL DIP Credit Priority Collateral, to the Agent, or requiring the execution and delivery of instruments or taking of other steps to assign moneys due or to become due under contracts constituting ABL DIP Credit Priority Collateral to Agent, for the benefit of the Secured Parties, in accordance with the Federal Assignment of Claims Act of 1940 or other similar applicable law, shall, for so long as the Intercreditor Agreement is in effect, be deemed to require delivery thereof to the ABL Credit Agent consistent with the Intercreditor Agreement.

SECTION 38. Canadian Interpretation.

Where the context so requires (i) all terms defined in this Agreement by reference to the “UCC” or the “Uniform Commercial Code” shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the PPSA, the STA, the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada)), in all cases for the extension, preservation or betterment of the security and rights of Agent, (ii) all references in this Agreement to “Article 8 of the Code” or “Article 8 of the Uniform Commercial Code” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the STA), (iii) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable Canadian personal property security laws, (iv) all references to federal or state securities law of the United States shall be deemed to refer also to analogous federal and provincial securities laws in Canada; (v) all references to the United States of America, or to any subdivision, department or agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof and (vi) all reference in the Agreement to the United States Copyright Office or the United States Patent and Trademark Office shall be deemed to refer also to the Canadian Intellectual Property Office.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors and Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS:

SCHOOL SPECIALTY, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President and Chief Executive Officer

CLASSROOMDIRECT.COM, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

DELTA EDUCATION, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SPORTIME, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

CHILDCRAFT EDUCATION CORP.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to Security and Pledge Agreement]

BIRD-IN-HAND WOODWORKS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

CALIFONE INTERNATIONAL, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

PREMIER AGENDAS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

[Signature Page to Security and Pledge Agreement]

AGENT:

U.S. BANK NATIONAL ASSOCIATION
as Agent

By: /s/ James A. Hanley

Name: James A. Hanley

Title: Vice President

[Signature Page to Security and Pledge Agreement]

Schedule 1 Commercial Tort Claims

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

Schedule 2 Filing Offices

Secretary of State of Delaware – ClassroomDirect.com, LLC, Delta Education, LLC, Sportime, LLC, Califone International, Inc., Frey Scientific, Inc., Sax Arts & Crafts, Inc.

Secretary of State of Washington (Department of Licensing) – Premier Agendas, Inc.

Department of State of New York – Childcraft Education Corp.

Secretary of State of New Jersey (Department of Treasury Commercial Recording)– Bird-In-Hand Woodworks, Inc.

Department of Financial Institutions of Wisconsin – School Specialty, Inc.

Nova Scotia and British Columbia Personal Property Registry—Select Agendas, Ltd.

Schedule 3 Office Locations, Type and Jurisdiction of Organization and Organizational Identification Numbers

<u>Entity</u>	<u>Tax ID</u>	<u>State of Domicile</u>	<u>Address*</u>	<u>Type</u>
School Specialty, Inc.	39-0971239	Wisconsin	W6316 Design Drive Greenville, WI 54942	Corporation
ClassroomDirect.com, LLC	47-0892425	Delaware	W6316 Design Drive Greenville, WI 54942	LLC
Childcraft Education Corp.	13-5619818	New York	W6316 Design Drive Greenville, WI 54942	Corporation
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	3031 Industry Drive Lancaster, PA 17603	Corporation
Frey Scientific, Inc.	39-1953771	Delaware	W6316 Design Drive Greenville, WI 54942	Corporation
Sportime, LLC	22-3476939	Delaware	W6316 Design Drive Greenville, WI 54942	LLC
Sax Arts & Crafts, Inc.	39-1956436	Delaware	W6316 Design Drive Greenville, WI 54942	Corporation
Premier Agendas, Inc.	33-0481380	Washington	2000 Kentucky Street Bellingham, WA 98229	Corporation
Select Agendas, Corp	HFX9927	Canada	Unlimited Liability Company 6800 Chemin de la Cote-de-Liesse St-Laurent, QC H4T 2A7	
Califone International, Inc.	56-2003579	Delaware	1145 Arroyo Avenue San Fernando, CA 91340	Corporation
Delta Education, LLC	52-2328764	Delaware	80 Northwest Blvd Nashua, NH 03063	LLC

* Address is the principal place of business, chief executive office and location of books and records

Schedule 4 Locations of Inventory and Equipment

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
1156 Four Star Drive, Mount Joy, PA 17552
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007 - 2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA
109 W. Commercial St., East Rochester, NY 14445 (no inventory at this location)
438 Camino Del Rio South, San Diego, CA 92108
3175 Northwoods Parkway, Norcross, GA 30071 (no inventory at this location)

Bailee Locations

222 Tappan Drive, Mansfield, OH 44906
1000 Stricker Road, Mount Joy, PA 17552
60 Grumbacher Road, York, PA 17406
Archway NM, 1600 First Street NW, Albuquerque, NM 87102
Archway Southwest, 600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR, 6700 Sloane Drive, Little Rock, AR 72206

Florida School Book Depository, 1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository, PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository, PO Box 5608, Portland, OR 97228
Archway Oklahoma, 5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors, 3280 Summit Ridge, Duluth, GA 30096
RL Bryan Company, 301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA, 9380 Ashland Road, Gonzales, LA
Tennessee Book Company, 1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company, 217 West Main Street, Clarksburg, WV 26302
Smart Warehousing, 9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools, 32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation, 1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, 1201 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation, V-Building, 600 South Rusk, Cameron, TX 76520
Royal Seating Corporation, W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation, X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation, Y-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation, Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC 6200 North 16th Street, Omaha, NE 68110

TAYLOR TEXAS FACILITY:

1103 NW Carlos Parker Blvd.

Taylor, TX 76574

Property Owner:

Taylor CPB Property LLC

3500 W 75th St, Suite 200

Prairie Creek, KS 66208

Lessor:

Pan Pacific Sourcing, LLC
481 Great Plain Ave.
Needham, MA 02492-3728
Print Partner locations
Premier Print Partner Plants
CDS

2661 S. Pacific Hwy.
Medford, OR 97501

And

Dock #3

2603 S. Pacific Hwy
Medford, OR 97501

Heuss Printing, Inc.
903 North 2nd Street
Ames, IA 50010

LewisColor
30 Joe Kennedy Blvd
Statesboro, GA 30458

Pioneer Graphics
PO Box 2516
Waterloo, IA 50704
316 W.5th Street
Waterloo, IA 50701

Premier Impressions
194 Woolverton Rd.
Grimsby ON L3M 4E7
Canada

Premier Printing
One Beghin Ave
Winnipeg, MB R2J 3X5

PrintComm
2929 Davison Rd.
Flint, MI 48506

Printing Enterprises
1411 First Avenue NW
New Brighton, MN 55112

Sentinel Printing
250 North Highway 10
St. Cloud, MN 56304

Spangler Graphics
2930 and 2950 South 44th Street
Kansas City, KS 66106

Walsworth Publishing Co
306 North Kansas Avenue
Marceline, MO 64658

Schedule 4A Locations of Assets; Operation of Business

Domestic and Foreign Entity Filings Jurisdictions:

School Specialty, Inc.

Alabama

Arizona

Arkansas

California

Connecticut

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maryland

Massachusetts

Michigan

Minnesota

West Virginia

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

South Carolina

Tennessee

Texas

Virginia

Washington

Wisconsin

Premier Agendas, Inc.

Alabama

Alaska

Arizona

California

Colorado

Connecticut

Hawaii

Idaho

Illinois

Indiana

Iowa

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

Delta Education, LLC

Delaware

Alabama

California

Illinois

Indiana

Louisiana

Massachusetts

New Hampshire

New York

Texas

Sportime, LLC

Delaware

California

Colorado

Georgia

Mississippi

New York

Childcraft Education Corp.

Arizona
California
Connecticut
Florida
Massachusetts
New York
Pennsylvania
Tennessee
Wyoming

Sax Arts & Crafts, Inc.

Delaware

Frey Scientific, Inc.

Delaware

ClassroomDirect.com, LLC

Delaware
Alabama
Indiana

Califone International, Inc.

Delaware
California

Bird-in-Hand Woodworks, Inc.

New Jersey

Pennsylvania

Filing Jurisdictions:

Select Agendas, Corp.

Nova Scotia

Schedule 5 Other Names

None

Schedule 6—Pledged Equity

<u>Entity</u>	<u>Tax ID</u>	<u>Domicile</u>	<u>Authorized</u>	<u>Pledged</u>
ClassroomDirect.com, LLC	47-0892425	Delaware	N/A	1 member share
Childcraft Education Corp.	13-5619818	New York	3,000,000	1,000
Bird-in-Hand Woodworks, Inc.	22-2618811	New Jersey	2,500	5
Frey Scientific, Inc.	39-1953771	Delaware	3,000	100
Sportime, LLC	22-3476939	Delaware	N/A	100
Sax Arts & Crafts, Inc.	39-1956436	Delaware	100	100
Premier Agendas, Inc.	33-0481380	Washington	1,000,000	11,200
Select Agendas, Corp	HFX9927	Canada	N/A	1,000
Califone International, Inc.	56-2003579	Delaware	1,000	100
Delta Education, LLC	52-2328764	Delaware	N/A	100
Premier School Agendas, Ltd.	126517564	Canada	100	65

The outstanding shares or membership interests of all entities are 100% owned by School Specialty, Inc., with the exception of Bird-in-Hand Woodworks, Inc., which is 100% owned by Childcraft Education Corp.

All outstanding shares and interests are pledged with the exception of Premier School Agendas, Ltd. which is considered a controlled foreign corporation and therefore only 65% of the outstanding is being pledged.

Schedule 7 Pledged Debt

Promissory Note dated 9/19/11 issued by North Putnam Community Schools to Delta Education, LLC in the original principal amount of \$42,765.27

Intercompany Subordinated Demand Promissory Note by each Grantor in favor of each other Grantor dated May 22, 2012

SCHEDULE 8
to
SECURITY AND PLEDGE AGREEMENT (BAYSIDE)

United States Trademarks

<u>Mark</u>	<u>Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
1ST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC	School Specialty, Inc.	Pending		85/739,308		26-Sep-2012
ABC	School Specialty, Inc.	Pending		85/744,810		03-Oct-2012
ABC	School Specialty, Inc.	Pending		85/752,878		12-Oct-2012
ABC	School Specialty, Inc.	Pending		85/758,695		19-Oct-2012
ABC	School Specialty, Inc.	Pending		85/764,916		26-Oct-2012
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
ABILITATIONS	Sportime, LLC	Registered	1741976	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		Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
AUTOSKILL	School Specialty, Inc.	Pending		85/440,105		05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
BASE TEN FRIES	Delta Education, LLC	Registered	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146		25-Jul-1995	
BECKLEY CARDY & Design	School Specialty, Inc.	Registered	3444300	77/262,873	10-Jun-2008	23-Aug-2007
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CATT	School Specialty, Inc.	Pending		85/600,067		17-Apr-2012
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267		06-Mar-2001	
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089		16-Dec-2003	
CLASSROOM SELECT	School Specialty, Inc.	Registered	3162946	75/811,427	24-Oct-2006	28-Sep-1999
CLASSROOM SELECT & Design	School Specialty, Inc.	Registered	3350057	78/846,980	04-Dec-2007	27-Mar-2006

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT—AREA VOCABULARY BUILDER	School Specialty, Inc.	Published		85/053,659		03-Jun-2010
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		18-Jul-2000	
DECIMAL DOG	Delta Education, LLC	Registered	2837853		04-May-2004	
DELTA CIRCUITWORKS	Delta Education, LLC	Registered	2923833		01-Feb-2005	
DELTA EDUCATION	Delta Education, LLC	Registered	2812356		10-Feb-2004	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672		08-Aug-2000	
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043		18-Apr-2000	
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		20-Jul-1993	
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		25-May-2004	
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	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617		05-Jun-2001	
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616		05-Jun-2001	
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810		19-Jun-2001	

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886		20-Nov-2001	
DIAL-A-TIME	Delta Education, LLC	Registered	2456424		29-May-2001	
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	
DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995		19-Oct-1999	
EPS	School Specialty, Inc.	Registered	2292730		16-Nov-1999	
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714		28-Sep-1999	
EPS -CL16	School Specialty, Inc.	Registered	2279489		21-Sep-1999	
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181		07-Sep-1999	
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
FREY CHOICE	School Specialty, Inc.	Registered	3842515	77/704,182	31-Aug-2010	01-Apr-2009

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
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
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004
GO WORKBOOK	Premier Agendas, Inc.	Registered	3117882	78/277,792	18-Jul-2006	23-Jul-2003
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
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
HEXAGONOES	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
HUSH BUDDY	Califone International, Inc.	Published		85/389,616		04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Pending		85/627,761		17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Pending		85/627,763		17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
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
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483		21-Sep-1999	
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
MATH TUNE-UPS	Delta Education, LLC	Registered	2605461		06-Aug-2002	
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
ODYSSEY	Califone International, Inc.	Registered	4287561	85/354,383	12-Feb-2013	23-Jun-2011
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
PATH DRIVER	School Specialty, Inc.	Pending		85/654,564		18-Jun-2012
PATH DRIVER FOR MATH	School Specialty, Inc.	Pending		85/566,908		12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,326		19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Pending		85/566,906		12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Pending		85/655,328		19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691		07-Mar-2000	
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
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, Inc.	Pending		85/736,959		09-24-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	06-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	06-Dec-2011	13-Oct-2010
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992
S.P.I.R.E. (SPIRE)	School Specialty, Inc.	Registered	2048906		01-Apr-1997	
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
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	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 LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SCHOOL SPECIALTY ONLINE (Design)	School Specialty, Inc.	Registered	3437742	78/628,899	27-May-2008	12-May-2005
SCHOOL SPECIALTY THE POWER OF TEACHING. THE WONDERS OF LEARNING, & Design	School Specialty, Inc.	Registered	3007875	78/331,687	18-Oct-2005	21-Nov-2003
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		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SITTON SPELLING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913		09-Jun-1998	
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
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	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
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, Inc.	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
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862		03-Jul-2001	
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	Sax Arts & Crafts, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009

<u>Mark</u>	<u>Bus. Unit /Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
ULTRA PLUS	School Specialty, Inc.	Registered	2730228	76/302,139	24-Jun-2003	20-Aug-2001
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012
VERSA TEMP	Sax Arts & Crafts, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC (MISCELLANEOUS DESIGN ONLY)	School Specialty, Inc.	Registered	3024505	78/331,716	06-Dec-2005	21-Nov-2003
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 Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178		14-Sep-1999	
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	Sax Arts & Crafts, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982
YOU FOCUS ON ACHIEVEMENT, WE FOCUS ON YOU	School Specialty, Inc.	Registered	3687338	77/598,309	22-Sep-2009	22-Oct-2008

TRADEMARKS OTHER THAN IN THE UNITED STATES

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
ABC	Canada Childcraft Education Corp	Registered	TMA737538	1310677	03-Apr-2009	26-Jul-2006
ABILITATIONS	Canada Sportime, LLC	Registered	TMA747940	1331474	17-Sep-2009	16-Jan-2007
ACADEMY OF MATH	Canada School Specialty, Inc.	Registered	TMA614425	1123254	08-Jul-2004	26-Nov-2001
ACADEMY OF READING	Canada School Specialty, Inc.	Registered	TMA553660	1049743	13-Nov-2001	08-Mar-2000
AGENDA MATE	Canada Premier Agendas, Inc.	Registered	TMA405655	689907	27-Nov-1992	19-Sep-1991
AGENDAS DESIGN	Canada Premier Agendas, Inc.	Registered	TMA651657	1173815	27-Oct-2005	27-Oct-2005
AUTOSKILL	Canada School Specialty, Inc.	Pending		1568321		12-Mar-2012
AUTOSKILL	Canada School Specialty, Inc.	Registered	TMA393997	673829	07-Feb-1992	16-Jan-1991
AUTOSKILL & Design	Canada School Specialty, Inc.	Registered	TMA415136	673830	06-Aug-1993	16-Jan-1991
BASIC BASICS	Canada Premier Agendas, Inc.	Registered	TMA500824	843311	17-Sep-1998	17-Sep-1998
BIRD IN HAND WOODWORKS & Design	Canada Childcraft Education Corp.	Registered	TMA843105	1513321	12-Feb-2013	31-Jan-2011
BIRD-IN-HAND	Canada Childcraft Education Corp	Registered	TMA837,636	1513319	04-Dec-2012	31-Jan-2011
CALIFONE	Canada Califone International, Inc.	Registered	TMA153506	297477	06-Oct-1967	02-Jun-1966
CANADIAN TO THE CORE	Canada Premier Agendas, Inc.	Registered	TMA607353	1166086	08-Apr-2004	08-Apr-2004

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
CATCHBALL	Germany Select Service & Supply Co, In	Registered	2069111		27-Jun-1994	31-Oct-1993
CHILDCRAFT	Canada Childcraft Education Corp	Registered	TMA656137	1242177	06-Jan-2006	29-Dec-2004
CLASSROOM DIRECT & design	Canada Classroom Direct.com LLC	Registered	TMA790151	1434680	09-Feb-2011	15-Apr-2009
CLASSROOM SELECT & Design	Canada School Specialty, Inc.	Pending	TMA835328	1500927	30-Oct-2012	25-Oct-2010
CLASSROOM SELECT Horizontal Logo	Canada School Specialty, Inc.	Pending	TMA835312	1500934	30-Oct-2012	25-Oct-2010
COMPASS FOR CAMPUS	Canada Premier Agendas, Inc.	Registered	TMA579787	1070625	23-Apr-2003	23-Apr-2003
CVB CONTENT—AREA VOCABULARY BUILDER	Canada School Specialty, Inc.	Registered	TMA829324	1485406	07-Aug-2012	16-Jun-2010
DELTA EDUCATION & Design	Canada Delta Education, LLC	Registered	TMA733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	Canada Delta Education, LLC	Registered	TMA746955	1319222	03-Sep-2009	06-Oct-2006
DISCOVER AGENDA	Canada Premier Agendas, Inc.	Registered	TMA585899	1119643	23-Jul-2003	23-Jul-2003
EARLY CHILDHOOD DIRECT	Canada Bird-In-Hand Woodworks, Inc	Registered	TMA599487	1050895	15-Jan-2004	15-Mar-2000
EDUCATION ESSENTIALS	Canada School Specialty, Inc.	Registered	TMA654482	1230486	06-Dec-2005	16-Sep-2004
EPS	Canada School Specialty, Inc.	Registered	TMA557,206		31-Jan-2002	31-Jan-2002
EPS	Canada School Specialty, Inc.	Registered	TMA551,753		28-Sep-2001	
EPS	Canada School Specialty, Inc.	Registered	TMA550,546		10-Sep-2001	10-Sep-2001

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
EPS	Canada School Specialty, Inc.	Registered	TMA790904	1446509	16-Feb-2011	29-Jul-2009
EPS	Canada School Specialty, Inc.	Registered	TMA558,743		04-Mar-2002	04-Mar-2002
FREY CHOICE	Canada School Specialty, Inc.	Registered	TMA796468	1451837	02-May-2011	15-Sep-2009
FREY SECURE	Canada School Specialty, Inc.	Registered	TMA796480	1451833	02-May-2011	15-Sep-2009
FREY SELECT	Canada School Specialty, Inc.	Registered	TMA796481	1451834	02-May-2011	15-Sep-2009
GO WORKBOOK	Canada Premier Agendas, Inc.	Registered	TMA647913	1209178	13-Sep-2005	10-Mar-2004
HABITS OF SUCCESS	Canada Premier Agendas, Inc.	Registered	TMA563006	1070623	04-Jun-2002	04-Jun-2002
HELPING EDUCATORS ENGAGE AND INSPIRE	Canada School Specialty, Inc.	Registered	TMA758568	1403756	02-Feb-2010	17-Jul-2008
STUDENTS OF ALL AGES AND ABILITIES TO LEARN						
IF I PLAN TO LEARN I MUST LEARN TO PLAN	Canada Premier Agendas, Inc.	Registered	TMA434047	731407	30-Sep-1994	30-Sep-1994
INCOMMAND PRO	Canada Premier Agendas, Inc.	Pending		1,600,152		29-Oct-2012
INQUIRY INVESTIGATIONS & Design	Canada Delta Education, LLC	Registered	TMA826611	1508615	19-Jun-2012	20-Dec-2010
INTEGRATIONS	Canada Sportime, LLC	Registered	TMA636598	1167511	01-Apr-2005	14-Feb-2003
INTEGRATIONS	Germany Sportime, LLC	Registered	30454687	30454687.9	17-Mar-2005	24-Sep-2004
INTEGRATIONS	United Kingdom Sportime, LLC	Registered	2369512	2369512	08-Apr-2005	30-Jul-2004
LEARNING OUTLET	Canada School Specialty, Inc.	Pending		1550251		01-Nov-2011
MAKING CONNECTIONS	Canada School Specialty, Inc.	Registered	TMA748126	1388573	18-Sep-2009	25-Mar-2008

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
MISCELLANEOUS DESIGN	Canada School Specialty, Inc.	Registered	TMA724639	1218515	26-Sep-2008	28-May-2004
NATURE'S IMPRESSIONS	Canada School Specialty, Inc.	Registered	TMA785621	1422392	21-Dec-2010	18-Dec-2008
ONTRAC	Canada Premier Agendas, Inc.	Published		1429126		26-Feb-2009
OTMP	Canada Premier Agendas, Inc.	Pending		1,602,421		14-Nov-2012
PATH DRIVER	Canada School Specialty, Inc.	Pending		1,586,716		18-Jul-2012
PATH DRIVER FOR MATH	Canada School Specialty, Inc.	Pending		1,586,714		18-Jul-2012
PATH DRIVER FOR READING	Canada School Specialty, Inc.	Pending		1,586,715		18-Jul-2012
PORTFOLIO	Canada School Specialty, Inc.	Registered	TMA823596	1483658	08-May-2012	03-Jun-2010
PREMIER COMPASS AGENDA	Canada Premier Agendas, Inc.	Registered	TMA579786	1070604	23-Apr-2003	23-Apr-2003
PREMIER GO PROGRAM	Canada Premier Agendas, Inc.	Registered	TMA668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	Canada Premier Agendas, Inc.	Registered	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP	Canada Premier Agendas, Inc.	Pending		1,602,437		28-Nov-2012
PREMIER OTMP CURRICULUM	Canada Premier Agendas, Inc.	Pending		1,602,425		14-Nov-2012
PREMIER OTMP PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,423		14-Nov-2012
PREMIER OTMP SKILL-BUILDING PROGRAM	Canada Premier Agendas, Inc.	Pending		1,602,435		14-Nov-2012
PREMIERCAMPUS	Canada Premier Agendas, Inc.	Registered	TMA799733	1433020	10-Jun-2011	31-Mar-2009
PRIMA VUE	Canada Premier Agendas, Inc.	Registered	TMA569651	1089539	25-Oct-2002	25-Oct-2002

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
PROJECTS BY DESIGN	Canada School Specialty, Inc.	Registered	TMA805134	1448868	24-Aug-2011	20-Aug-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Canada Premier Agendas, Inc.	Pending		1,600,748		09-Nov-2012
READ AND DISCOVER	Canada Premier Agendas, Inc.	Registered	TMA627127	1200255	01-Dec-2004	01-Dec-2004
SCHOOL SMART	Canada School Specialty, Inc.	Registered	TMA734412	1269559	13-Feb-2009	23-Aug-2005
SCHOOL SMART & Design	Canada School Specialty, Inc.	Registered	TMA739508	1269561	06-May-2009	23-Aug-2005
SCHOOL SPECIALTY	Canada School Specialty, Inc.	Registered	TMA715934	1331578	04-Jun-2008	17-Jan-2007
SCHOOL SPECIALTY LITERACY AND INTERVENTION	Canada School Specialty, Inc.	Registered	TMA823587	1491322	08-May-2012	05-Aug-2010
SCHOOL SPECIALTY ONLINE & Design	Canada School Specialty, Inc.	Registered	TMA765953	1279025	06-May-2010	09-Nov-2005
SCHOOL SPECIALTY WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805811	1466160	31-Aug-2011	18-Jan-2010
SHOW AND SHARE	Canada Premier Agendas, Inc.	Registered	TMA625684	1200256	17-Nov-2004	17-Nov-2004
SMART PACK	Canada Premier Agendas, Inc.	Registered	TMA627128	1200254	01-Dec-2004	01-Dec-2004
SOLUTION SCOLAIRE	Canada School Specialty, Inc.	Registered	TMA816276	1473175	26-Jan-2012	15-Mar-2010
SOLUTION SCOLAIRE & Design	Canada School Specialty, Inc.	Registered	TMA808345	1482471	05-Oct-2011	25-May-2010
SPORDAS	Finland Select Service & Supply Co, In	Registered	127477		05-Aug-1993	
SPORDAS	France Sportime, LLC	Registered	92/442,446		12-Jun-1992	
SPORDAS	Germany School Specialty, Inc.	Registered	2075525		13-Jun-1992	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORDAS	Greece Sportime, LLC	Registered	111602		26-Nov-1992	
SPORDAS	Ireland Sportime, LLC	Registered	149159	149159	16-Jun-1992	16-Jun-1992
SPORDAS	Norway Select Service & Supply Co, In	Registered	160551		09-Dec-1993	23-Oct-1992
SPORDAS	Portugal Sportime, LLC	Registered	284948	284948	24-Mar-1994	30-Jul-1992
SPORDAS	Sweden Select Service & Supply Co, In	Registered	249418		28-May-1993	
SPORDAS	Switzerland Sportime, LLC	Registered	518250	02804/2003	23-May-2003	23-May-2003
SPORDAS	United Kingdom Select Service & Supply Co, In	Registered		1503060	11-Jun-1992	11-Jun-1992
SPORDAS & Design	Benelux Sportime, LLC	Registered	519716	782031	17-Jun-1992	17-Jun-1982
SPORDAS (word mark)	Denmark Sportime, LLC	Registered	vr109531992		27-Nov-1992	
SPORDAS (word stylized)	Italy Sportime, LLC	Registered	992210		17-Jul-1992	17-Jul-1992
SPORTIME	Australia Sportime, LLC	Registered	A605437		25-Jun-1993	25-Jun-1993
SPORTIME	Brazil Sportime, LLC	Registered	817409459		01-Mar-1995	
SPORTIME	Canada Sportime, LLC	Registered	TMA365972		23-Feb-1990	
SPORTIME	Canada Sportime, LLC	Registered	TMA565,487	1044355	02-Aug-2002	16-Apr-1998
SPORTIME	Israel Sportime, LLC	Pending	89910			18-Nov-1993
SPORTIME	Japan Sportime, LLC	Registered	3141032	5072198	30-Apr-1996	

<u>Mark</u>	<u>Country / Business Unit</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
SPORTIME	Korea, Republic of Sportime, LLC	Registered	7726	156466	03-Jul-2003	
SPORTIME	Mexico Sportime, LLC	Registered	493739	493739	10-Aug-1992	
SPORTIME	New Zealand Sportime, LLC	Registered	236174		20-Apr-1994	20-Apr-1994
SPORTIME	Panama Sportime, LLC	Registered	66973	66973	16-Mar-1995	16-Mar-1995
SPORTIME	Panama Sportime, LLC	Registered	66974	66974	16-Mar-1995	16-Mar-1995
SPORTIME	Singapore Sportime, LLC	Registered	T03/12522D	T03/12522D	15-Aug-2003	15-Aug-2003
SPORTIME	South Africa Sportime, LLC	Registered		93/10983	19-Nov-1993	
SPORTIME & Design	Singapore Sportime, LLC	Registered		T03/12525I	15-Aug-2003	15-Aug-2003
SPORTIME AND DESIGN	Singapore Sportime, LLC	Registered	T03/12524J	T03/12524J	15-Aug-2003	15-Aug-2003
SUR LA VOIE	Canada Premier Agendas, Inc.	Registered	TMA776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	Canada Premier Agendas, Inc.	Registered	TMA823595	1498607	08-May-2012	05-Oct-2010
TIMETRACKER	Canada Premier Agendas, Inc.	Registered	TMA768,035	1167989	28-May-2010	17-Feb-2003
UGO365	Canada Premier Agendas, Inc.	Registered	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365	Canada Premier Agendas, Inc.	Pending		1495318		09-Sep-2010
VB-TRAINER	Canada Sportime, LLC	Pending		1609766		14-Jan-2013
WEXPLORE	Canada School Specialty, Inc.	Registered	TMA805814	1466159	31-Aug-2011	18-Jan-2010
WHERE THE CHILD COMES FIRST	Canada Childcraft Education Corp.	Pending		1568312		12-Mar-2012

**Trademark Registrations and Applications
the Company has already decided to abandon**

<u>Mark</u>	<u>Country / Bus. Unit / Owner</u>	<u>Status</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
BABY BRIGHTS BOOKS	United States School Specialty, Inc.	Registered	1918816		12-Sep-1995	
SIDEWALK SCIENCE	United States Childcraft Education Corp.	Registered	3140209		05-Sep-2006	
SPORTIME FITNESS & SPORT and Design	United States Sportime, LLC	Registered	3126350		08-Aug-2006	
CLASSROOM DESIGNER	United States School Specialty, Inc.	Registered	3103791		13-Jun-2006	
EDUCATOR PRICE	United States School Specialty, Inc.	Pending		85/158,273		21-Oct-2010
JUNEBOX	United States School Specialty, Inc.	Registered	2589390		02-Jul-2002	
JUNEBOX.COM	United States School Specialty, Inc.	Registered	2589382		02-Jul-2002	
PREMIER SCIENCE	United States School Specialty, Inc.	Registered	2543407		26-Feb-2002	
SUBSTANCE FREE KIDS	United States School Specialty, Inc.	Registered	3255321		26-Jun-2007	
DIAL-A-SHAPE	United States Delta Education, LLC	Registered	2599179		23-Jul-2002	
DIAL-A-VARIABLE	United States Delta Education, LLC	Registered	2599178		23-Jul-2002	
CALIFONE	Argentina Califone International, Inc.	Registered	2038863		22-Aug-2005	
HUFF AND PUFF	United Kingdom School Specialty, Inc.	Registered	2049200		20-Sep-1996	

SCHEDULE 9

to

SECURITY AND PLEDGE AGREEMENT (BAYSIDE)**Patents**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
BIN AND BAY SHELVING AND STORAGE UNIT	United States			D437,706	02/20/01	Granted	Childcraft Education Corp
DUAL SURface BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted	School Specialty, Inc.
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	Granted	Childcraft Education Corp
COAT RACK AND STORAGE UNIT	United States			D436,263	01/16/01	Granted	Childcraft Education Corp
ROLLING BIN	United States			D423,171	04/18/00	Granted	Childcraft Education Corp
ART TABLE	United States			D423,254	04/25/00	Granted	Childcraft Education Corp
ROOM DIVIDER	United States			D423,825	05/02/00	Granted	Childcraft Education Corp
HANDLES IN A PAIR OF SWINGING DOORS	United States			D429,097	08/08/00	Granted	Childcraft Education Corp
TOY REFRIGERATOR HAVING AN ACTIVITY SURface	United States	09/479,004	01/07/00	6171173	01/09/01	Granted	Childcraft Education Corp
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06			Published	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Granted	Childcraft Education Corp
CHAIR	United States			D470,320	02/18/03	Granted	Childcraft Education Corp
CHAIR	United States			D471,730	03/18/03	Granted	Childcraft Education Corp

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Bus. Unit / Owner</u>
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted	School Specialty, Inc.
METHOD OF TEACHING READING	Canada		12/01/00	2327241	06/10/08	Granted	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Granted	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Granted	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Granted	Childcraft Education Corp

SCHEDULE 10

to

SECURITY AND PLEDGE AGREEMENT (BAYSIDE)

Copyrights

ABC SCHOOL SUPPLY, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
A B C School Supply, Inc.	ABC School Supply, Inc. ... catalog	TX0002189648	11/10/1987
A B C School Supply, Inc.	The Rainbow book of early learning materials	TX0002282947	2/16/1988
A B C School Supply, Inc.	ABC puts the whole world in your hands	TX0002189647	11/10/1987
ABC School Supply, Inc.	Parent lending library master guide	TX0004131135	9/12/1995

AUTOSKILL

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Autoskill, Inc.	Autoskill Autonetwork.	TXu001050042	9/25/2002
Autoskill, Inc.	Autoskill Autonetwork BV.	TXu001050040	9/25/2002
Autoskill, Inc.	Autoskill : component reading subskills testing and training program.	TX0001742632	1/27/1986
Autoskill, Inc.	Autoskill mathematics program (AMP) / written by Ernest James Foster, 1951-.	TX0003452231	6/30/1992
Autoskill, Inc.	Incomnet Autonetwork.	TXu001050041	9/25/2002
Autoskill, Inc.	Math program for ICON / Ernie Foster.	TX0003452232	6/30/1992
AutoSkill International, Inc.	Academy of reading.	TX0005151672	12/27/1999

BECKLEY CARDY

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Beckley-Cardy Company	Beckley-Cardy. Catalog IV, Early learning	TX0001691988	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials	TX0001686703	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalogs II & III, Supplies/furniture/equipment/instructional materials.	TX0001689863 TX0001689864	11/4/1985 11/4/1985
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0002446722 TX0002446720 TX0002446718	12/8/1988 12/8/1988 12/8/1988
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement.	TX0003296388 TX0003296387	4/27/1992 4/27/1992
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0003032681 TX0003092730 TX0003156360 TX0003233655	2/20/91; 6/25/91; 10/17/91; 1/29/92
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002760468 TX0002803169 TX0002879561 TX0002959914	3/5/90 4/24/90 8/29/90 12/10/90
Edgell Communications, Inc.	Beckley-Cardy quarterly : general catalog supplement	TX0002491862 TX0002539669 TX0002654732 TX0002669451	2/6/89 4/14/89 10/11/89 11/07/89
Beckley-Cardy, a subsidiary of Edgell Communications, Inc	Beckley Cardy : general catalog	TX0002462688	12/2/1988
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001691678	11/4/1985
Beckley-Cardy Company	Beckley-Cardy. Catalog I, Computer education	TX0001683069	11/4/1985
Edgell Communications, Inc.	Beckley Cardy : general catalog	TX0002745207	2/14/1990
Beckley-Cardy, Inc.	Create a classroom 1.0.	PAu002246021	8/12/1997

BRODHEAD GARRETT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002159275	10/1/1987
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0001261623	11/9/1983
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000872324	3/17/1982
Brodhead Garrett Company	Brodhead-Garrett : tools for teaching in an ever changing world : [catalog].	TX0000476250	5/19/1980

CHILDCRAFT

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation.	Childcraft : the growing years : [catalog].	TX0000677954	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677953	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677955	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677952	5/13/1981
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0000677951	5/13/1981
Carol Mardell & Dorothea S. Goldenberg	Dial-R / [Carol D. Mardell-Czudnowski, Dorothea S. Goldenberg].	TX0001413417	6/29/1984
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001594689	3/15/1985
Childcraft Education Corporation	Childcraft : the growing years : [catalog].	TX0001764298	3/26/1986
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002250405	2/1/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0002486090	2/1/1989
Carol Mardell-Czudnowski & Dorothea Goldenberg	DIAL-R activity card system : developmental tasks for school and home	TX0002634186	8/9/1989
Carol Mardell-Czudnowski and Dorothea S. Goldenberg	Dial-R for parents : activities for the child at home keyed to the Dial-R assessment kit	TX0002634081	8/15/1989
Childcraft Education Corporation	Childcraft—building minds and imaginations for the growing years : 1990	TX0002787251	3/13/1990
Childcraft Education Corporation	Childcraft : the Growing Years, infants, early childhood, special ed school catalog	TX0004140775	8/30/1995
Childcraft Education Corporation	Notice of grant security interest in copyrights	V3437D211	6/28/1999
Childcraft Education Corp	Earth and Space	SR0000611712	9/13/2007
Childcraft Education Corp	Inquiry	SR0000611715	9/13/2007
Childcraft Education Corp	Life Science	SR0000611714	9/13/2007
Childcraft Education Corp	Personal and Social Perspectives	SR0000611711	9/13/2007
Childcraft Education Corp	Physical Science	SR0000611710	9/13/2007
Childcraft Education Corporation	Let's get cooking! / by Margot Hammond.	TX0004742730	3/17/1998
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001594688	3/15/1985
		TX0002239795	8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297;	2/28/1986;
		TX0001889261	8/21/1986
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002124525	8/3/1987
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002009649;	2/24/1987&
		TX0002124526	8/3/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog.	TX0002326459; TX0002404103; TX0002404104; TX0002403577; TX0002407643; TX0002407644	2/8/1988; 9/6/1988; 9/6/1988; 10/24/1988; 10/24/1988
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002319535; TX0002402995; TX0002404100; TX0002402994	2/8/1988; 9/6/1988; 9/6/1988; 9/6/1988
Childcraft Education Corporation	Childcraft west : the Growing Years, infants, early childhood, special ed. school catalog	TX0002486089	2/1/1989
Childcraft Education Corporation	Childcraft West—building minds and imaginations for the growing years : 1990	TX0002787252	3/13/1990
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0002537376; TX0002515392; TX0002714983; TX0002714984; TX0002714985; TX0002714986; TX0002714987	2/15/1989; 2/15/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989; 12/4/1989
Childcraft Education Corporation	Just for Kids! : America's favorite children's catalog	TX0002501249; TX0002501669; TX0002501670; TX0002701220; TX0002701219; TX0002701218; TX0002701216; TX0002701217	2/2/1989; 2/2/1989; 2/2/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989; 12/1/1989
Childcraft, Inc.	Childcraft : toys that teach : [catalog].	TX0002765767; TX0002765768; TX0002765769; TX0002765770	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft, Inc.	Just for Kids! : America's favorite children's catalog	TX0002765891; TX0002765766; TX0002765892; TX0002765893	3/14/1990; 3/14/1990; 3/14/1990; 3/14/1990
Childcraft Education Corp	Celebrate Science Physical Science Set	SR0000611710	9/13/2007

CPO SCIENCE

Claimant

	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Air rocket : curriculum resource guide : force, motion and energy.	TX0005661277	12/19/2002
CPO Science, a division of Delta Education, LLC	Atom building game : structure of the atom.	TX0005643457	12/19/2002
CPO Science, a division of Delta Education, LLC	Bathymetric map with land topography : [World]	VA0001264564	6/6/2004
CPO Science, a division of Delta Education, LLC	Car and ramp : force and motion.	TX0005643458	12/19/2002
CPO Science, a division of School Specialty	CPO Science Earth Science Investigation Manual.	TX0006947238	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Student Text Book.	TX0006939698	4/14/2008
CPO Science, a division of School Specialty	CPO Science Earth Science Teacher Guide.	TX0006939695	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Electronic Book.	TX0006989877	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Examview Test Bank.	TX0006989236	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Investigation Manual.	TX0006941501	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Lesson Organizer.	TX0006989223	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Student Text Book.	TX0006940713	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Guide.	TX0006940703	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teacher Resource CD.	TX0006989231	4/14/2008
CPO Science, a division of School Specialty	CPO Science Life Science Teaching Illustrations.	TX0006989228	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Electronic Book.	TX0006989905	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	CPO Science Physical Science Examview Test Bank.	TX0006989968	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Investigation Manual.	TX0006941513	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Lesson Organizer.	TX0006989897	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Student Text Book.	TX0006940658	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Guide.	TX0006940706	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teacher Resource CD.	TX0006989965	4/14/2008
CPO Science, a division of School Specialty	CPO Science Physical Science Teaching Illustrations.	TX0006989941	4/14/2008
CPO Science, a division of Delta Education, LLC	Electric circuits : curriculum resource guide : electricity and circuits.	TX0005661281	12/19/2002
CPO Science, a division of Delta Education, LLC	Electric motor : electricity and magnetism.	TX0005643452	12/19/2002
CPO Science, a division of School Specialty	Focus on Earth Science Electronic Book.	TX0006933062	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Exam View Text Bank.	TX0006933640	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Investigation Manual.	TX0006933185	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Lesson Organizer.	TX0006933056	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Components CD.	TX0006933139	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Electronic Book.	TX0006933135	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Investigation Manual.	TX0006933174	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Earth Science Spanish Student Text Book.	TX0006933192	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Student Textbook.	TX0006933199	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Guide.	TX0006933209	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teacher's Resource CD.	TX0006933072	4/14/2008
CPO Science, a division of School Specialty	Focus on Earth Science Teaching Illustrations.	TX0006933084	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Electronic book.	TX0007195180	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Exam View Test Bank.	TX0007127016	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Investigation Manual.	TX0007126275	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Lesson Organizer.	TX0007194967	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Components CD.	TX0007194972	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Electronic Book.	TX0007194963	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Investigation Manual.	TX0007127021	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Spanish Student Text.	TX0007126303	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Student Text.	TX0007126309	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Guide.	TX0007126320	4/14/2008
CPO Science, a division of School Specialty	Focus on Life Science Teacher Resource CD.	TX0007195159	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty	Focus on Physical Science Electronic Book.	TX0007132093	4/14/2008
CPO Science	Focus on Physical Science Teaching Illustrations.	TX0007162140	4/14/2008
CPO Science, a division of Delta Education, LLC	Foundations of physical science.	TX0006191850	6/13/2005
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Investigation Manual.	TX0007391167	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Student Text Book.	TX0007391170	4/20/2011
CPO Science, a division of School Specialty	Foundations of Physical Science 3rd Edition Teacher Guide.	TX0007391173	4/20/2011
CPO Science, a division of Delta Education, LLC	Foundations of physical science blackline masters.	TX0005801990	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science color teaching tools.	TX0005872256	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : electronic book.	TX0006172818	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science electronic book.	TX0005872257	9/19/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science : ExamView test bank.	TX0005643760	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science investigations.	TX0006191699	6/13/2005
CPO Science, a division of Delta Education, LLC	Foundations of physical science : investigations / Tom Hsu.	TX0005659139	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : skill and practice worksheets.	TX0005659137	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science : teacher's guide.	TX0005653856	12/19/2002
CPO Science, a division of Delta Education, LLC	Foundations of physical science / Tom Hsu.	TX0005659140	12/19/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science	Foundations of physical science with earth and space science : blackline masters.	TX0005817995	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science color teaching tools.	TX0005872258	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science electronic book.	TX0005872259	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : Exam View Test Bank.	TX0005817988	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science : skill and practice worksheets.	TX0005817987	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space science / Tom Hsu.	TX0005776361	6/6/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical science with earth and space studies / Tom Hsu.	TX0005800659	9/22/2003
CPO Science, a division of Delta Education, LLC	Foundations of physical with earth and space science / Tom Hsu.	TX0005803829	8/15/2003
CPO Science, a division of Delta Education, LLC	Foundations of physics.	TX0006001517	6/6/2004
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Examview Test Bank.	TX0007388448	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Investigation Manual.	TX0007388215	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Student Text Book.	TX0007388362	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Guide.	TX0007388274	4/26/2011
CPO Science, a division of School Specialty	Foundations of Physics 2nd Edition Teacher Resource CD.	TX0007388430	4/26/2011
CPO Science, a division of Delta Education, LLC	Foundations of physics : electronic book.	TX0006052070	6/6/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Foundations of physics ExamView Test Bank.	TX0005993630	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : investigations / Tom Hsu.	TX0005913042	1/16/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics : teacher's guide / Tom Hsu.	TX0005994977	6/6/2004
CPO Science, a division of Delta Education, LLC	Foundations of physics / Tom Hsu.	TX0005836561	8/19/2003
CPO Science, a division of Delta Education, LLC	Gears and levers : curriculum resource guide : gears levers and rotating machines.	TX0005661280	12/19/2002
CPO Science, a division of Delta Education, LLC	Gravity drop : free fall and the gravity drop.	TX0005643454	12/19/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry ExamView test bank.	TX0005835009	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry investigations / Tom Hsu.	TX0005803522	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : skill and practice worksheets.	TX0005659138	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry : teacher's guide / Tom Hsu.	TX0005659141	12/20/2002
CPO Science, a division of Delta Education, LLC	Integrated physics and chemistry / Tom Hsu.	TX0005803523	12/20/2002
CPO Science	Integrated science : an investigative approach.	TX0006173600	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : electronic book.	TX0006166497	6/13/2005
CPO Science, a division of Delta Education, LLC	[Integrated science : an investigative approach exam view test bank]	TX0006172772	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : Investigations.	TX0006176273	6/13/2005
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teacher's guide.	TX0006191851	6/13/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Integrated science : an investigative approach : teachers support CD-ROM.	TX0006166495	6/13/2005
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science.	TX0005866196	9/19/2003
CPO Science, a division of Delta Education, LLC	Introduction to Earth and space science : investigations. / Tom Hsu.	TX0005817939	8/15/2003
on text; CPO Science, division of Delta Education, LLC	Introduction to Earth and space science / Tom Hsu.	TX0005776744	6/6/2003
CPO Science, a division of Delta Education, LLC	Introduction to earth and space science / Tom Hsu.	TX0005786573	9/19/2003
CPO Science, a division of Delta Education, LLC	Light and optics : properties of light.	TX0005643451	12/19/2002
CPO Science, a division of Delta Education, LLC	Marble launcher : curriculum resource guide : projectile motion.	TX0005661278	12/19/2002
CPO Science, a division of Delta Education, LLC	Pendulum : harmonic motion.	TX0005643450	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic puzzle : chemistry and the elements.	TX0005643453	12/19/2002
CPO Science, a division of Delta Education, LLC	Periodic table tiles : curriculum resource guide : chemistry and the elements.	TX0005661279	12/19/2002
CPO Science, a division of Delta Education, LLC	Physics a first course.	TX0006141984	2/28/2005
CPO Science, a division of School Specialty.	Physics A First Course Electronic Book.	TX0007235289	4/16/2008
CPO Science, a division of Delta Education, LLC	Physics : a first course electronic book.	TX0006198516	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Examview Test Bank.	TX0007219868	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics A First Course Exam View Test Bank	TX0006183169	6/13/2005
CPO Science, a division of School Specialty.	Physics A First Course Investigation Manual	TX0007219870	12/16/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of Delta Education, LLC	Physics a first course investigations.	TX0006125083	2/24/2005
CPO Science, a division of School Specialty.	Physics A First Course Proplanner.	TX0007235275	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Student Text Book.	TX0007235140	4/16/2008
CPO Science, a division of School Specialty.	Physics A First Course Teacher Guide.	TX0007219861	12/16/2008
CPO Science, a division of Delta Education, LLC	Physics, a first course : teacher's guide / Tom Hsu.	TX0006208070	6/13/2005
CPO Science, a division of Delta Education, LLC	Physics : a first course teachers support CD Rom.	TX0006198517	6/13/2005
CPO Science, a division of Delta Education, LLC	Rollercoaster : energy and energy conservation.	TX0005643449	12/19/2002
CPO Science, a division of Delta Education, LLC	Ropes and pulleys : force, work and energy.	TX0005643456	12/19/2002
CPO Science, a division of Delta Education, LLC	Sound and waves : music, sound and waves.	TX0005643455	12/19/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry DVD series.	TX0005783473	12/20/2002
CPO Science, a division of Delta Education, LLC	Teaching through investigations physical science and physics and chemistry video series.	TX0005783461	12/20/2002
CPO Science, a division of School Specialty.	CPO Science Earth Science Electronic Book.	TX0006937162	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Examview Test Bank.	TX0006954526	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Lesson Organizer.	TX0006937093	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teacher Resource CD.	TX0006937150	4/14/2008
CPO Science, a division of School Specialty.	CPO Science Earth Science Teaching Illustrations.	TX0006937146	4/14/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Focus on Physical Science Exam View Test Bank.	TX0007131667	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Investigation Manual.	TX0007131982	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Lesson Organizer.	TX0007131502	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Components CD.	TX0007139267	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Electronic Book.	TX0007137812	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Investigation Manual.	TX0007356040	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Spanish Student Text Book.	TX0007137830	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Student Text Book.	TX0007132216	4/14/2008
CPO Science, a division of School Specialty.	Focus on Physical Science Teacher Resource CD.	TX0007137820	4/14/2008
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Multimedia DVD.	TX0007391165	4/20/2011
CPO Science, a division of School Specialty.	Foundations of Physical Science 3rd Edition Teacher Resource CD.	TX0007391151	4/20/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Examview Test Bank.	TX0007388979	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Investigation Manual.	TX0007389189	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Multimedia DVD.	TX0007392672	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Student Text Book.	TX0007389186	4/26/2011
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher Resource CD.	TX0007392673	4/26/2011

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CPO Science, a division of School Specialty.	Physical, Earth, and Space Science Teacher's Guide.	TX0007388873	4/26/2011
CPO Science, a division of School Specialty.	Physics A First Course Teacher Resource CD.	TX0007229600	4/16/2008
COP Science, a division of School Specialty.	Focus on Life Science Teaching Illustrations.	TX0007195147	4/14/2008

DELTA

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Beginnings: teacher's guide/Herbert D. Their, Robert C. Knott	TX0005877113	11/21/2003
Delta Education	Behavior of mealworms: teacher's guide	TX0002384470	7/8/1988
Delta Education, LLC	Butterflies and moths	TX0005914419	2/10/2004
Delta Education	Butterflies and moths: teacher's guide	TX0002384468	11/1/1996
Delta Education, Inc.	Charge it! Static electricity: activity guide/by Delta Education; author, Richard Bollinger	TX0004406415	11/1/1996
Delta Education, Inc.	Charge it! static electricity : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406422	11/1/1996
Delta Education	Classroom plants : teacher's guide.	TX0002384473	7/8/1988
Delta Education, Inc.	Clear view of area and volume formulas : activities, visuals, masters.	TX0004406667	2/19/1997
Delta Education, LLC	Color and light.	TX0005914420	2/10/2004
Delta Education, LLC	Communities : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866655	11/21/2003
Delta Education, Inc.	Crystal creations : activity guide / author, Carol Prekker.	TX0004406777	2/19/1997
Delta Education	Delta Science First Reader, Science and Literacy program Teacher's Guide.	TX0006898348	11/9/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta science module, erosion teacher's guide.	TX0006404994	6/28/2006
Delta Education	Delta science module, third edition : classroom plants : teacher's guide.	TX0006405648	6/28/2006
Delta Education	Delta science module, third edition : earth, moon, and sun : teacher's guide.	TX0006405649	6/28/2006
Delta Education	Delta science module, third edition : earth processes : teacher's guide.	TX0006405647	6/28/2006
Delta Education	Delta science module, third edition : electromagnetism : teacher's guide.	TX0006405651	6/28/2006
Delta Education	Delta science module, third edition : matter and change : teacher's guide.	TX0006405646	6/28/2006
Delta Education	Delta science module, third edition : plant and animal populations : teacher's guide.	TX0006405650	6/28/2006
Delta Education	Delta Science Modules, Third Ed., DNA: From Genes to Proteins Teacher's Guide.	TX0006898345	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio.	TX0006897073	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements, At Home Folio (Spanish Edition)	TX0006897105	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook.	TX0006898338	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Earth Movements Science Notebook, Spanish Edition	TX0006898340	11/9/2007
Delta Education	Delta Science Modules, Third Edition.		
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio.	TX0006897058	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs, At Home Folio (Spanish Edition)	TX0006897064	12/7/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook.	TX0006898323	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Food Chains and Webs Science Notebook, Spanish Edition.	TX0006898320	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio (Spanish Edition)	TX0006897081	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion, At Home Folio.	TX0006897097	12/7/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook.	TX0006898328	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Force and Motion Science Notebook, Spanish Edition.	TX0006898339	11/9/2007
Delta Education	Delta Science Modules, Third Ed., Using Science Notebooks Folio.	TX0006897051	12/7/2007
Delta Education	Delta Science Reader, Astronomy.	TX0006898342	11/9/2007
Delta Education	Delta Science Reader, Earth Movements Reader, Spanish Edition.	TX0006898332	11/9/2007
Delta Education	Delta Science Reader, Electrical Connections Delta Science Reader.	TX0006898344	11/9/2007
Delta Education	Delta Science Reader, Food Chains and Webs Reader, Spanish Edition.	TX0006898327	11/9/2007
Delta Education	Delta Science Reader, Force and Motion Reader, Spanish Edition.	TX0006898325	11/9/2007
Delta Education, Inc.	Detective lab : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406417	11/1/1996
Delta Education, Inc.	Detective lab : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406416	11/1/1996
Delta Education, LLC	Dinosaurs and fossils.	TX0005914416	2/10/2004
Delta Education, LLC	Discovery guide : body and senses : pre-K.	TX0005699021	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Earth movements.	TX0005913100	2/10/2004
Delta Education, LLC	Ecosystems : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866657	11/21/2003
Delta Education, LLC	Electrical circuits / [Sarah A. Maineri], senior project editor.	TX0005748056	5/8/2003
Delta Education	Electrical circuits : teacher's guide.	TX0002384480	7/8/1988
Delta Education, LLC	Electrical circuits : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747210	5/9/2003
Delta Education, Inc.	Electromagnetism : activity guide / by Delta Education ; author, Sally Seehafer.	TX0004406419	11/1/1996
Delta Education	Electromagnetism : teacher's guide.	TX0002384461	7/8/1988
Delta Education, Inc.	Energy & motion : activity guide / author, M. J. Lechner.	TX0004410975	2/18/1997
Delta Education, Inc.	Energy & motion : activity journal.	TX0004410976	2/18/1997
Delta Education, LLC	Energy sources : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877116	11/21/2003
Delta Education, LLC	Environments : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866659	11/21/2003
Delta Education, LLC	Finding the moon.	TX0005748493	5/8/2003
Delta Education, LLC	Finding the Moon : teacher's guide.	TX0005792811	8/12/2003
Delta Education	Finding the moon : teacher's guide / by Gretchen M. Alexander.	TX0002384476	7/8/1988
Delta Education, LLC	Flight and rocketry reader	TX0005913098	2/10/2004
Delta Education, Inc.	Flight! gliders to jets : activity guide / by Delta Education ; author, Richard Bollinger.	TX0004406420	11/1/1996
Delta Education, LLC	Food chains and webs : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747206	5/9/2003
Delta Education, LLC	Food chains and webs / [Sarah A. Maineri], senior project editor.	TX0005748057	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Force and motion : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747207	5/9/2003
Delta Education	From seed to plant : teacher's guide.	TX0002384472	7/8/1988
Delta Education, Inc.	Gears at work : activity guide / author, Joreen Hendry.	TX0004410977	2/18/1997
Delta Education, Inc.	Gears at work : activity journal / author, Joreen Hendry.	TX0004410978	2/18/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity guide / author, Katy Z. Allen.	TX0004423398	3/3/1997
Delta Education, Inc.	Great sensations : smell, taste, touch : activity journal / author, Katy Z. Allen.	TX0004423399	3/3/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity guide / author, Kathy Z. Allen.	TX0004410979	2/18/1997
Delta Education, Inc.	Great sensations : vision & hearing : activity journal / author, Kathy Z. Allen.	TX0004410973	2/18/1997
Delta Education, LLC	Hexagonoes exponents : level 1 : teacher guide.	TX0005853766	11/21/2003
Delta Education, LLC	Hexagonoes exponents : level 2 : teacher guide.	TX0005853767	11/21/2003
Delta Education, LLC	Hexagonoes percents : level 2 : teacher guide.	TX0005853768	11/21/2003
Delta Education, LLC	Investigating water.	TX0005913096	2/10/2004
Delta Education	Investigating water : teacher's guide.	TX0002384457	7/8/1988
Delta Education	Length and capacity : teacher's guide / by D. Louis Finsand.	TX0002384462	7/8/1988
Delta Education	Lenses and mirrors : teacher's guide / prepared by the National Learning Center.	TX0002384463	7/8/1988
Delta Education, LLC	Life cycles : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877115	11/21/2003
Delta Education	Looking at liquids : teacher's guide.	TX0002384458	7/8/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Magnetic magic : activity journal / by Delta Education ; author, Richard Bollinger.	TX0004406421	11/1/1996
Delta Education, LLC	Magnets.	TX0005913097	2/10/2004
Delta Education, LLC	Material objects : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005877114	11/21/2003
Delta Education	Measuring : teacher's guide.	TX0002384465	7/8/1988
Delta Education	Newton's toy box : teacher's guide.	TX0006403251	6/28/2006
Delta Education, LLC	Observing an aquarium.	TX0005914421	2/10/2004
Delta Education, LLC	Observing an aquarium : teacher's guide.	TX0005914412	2/10/2004
Delta Education	Observing an aquarium : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384471	7/8/1988
Delta Education, LLC	Oceans.	TX0005913099	2/10/2004
Delta Education, LLC	Oceans : teacher's guide.	TX0005914414	2/10/2004
Delta Education, LLC	Organisms : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866656	11/21/2003
Delta Education, LLC	Plant and animal life cycles.	TX0005699028	5/8/2003
Delta Education	Plant and animal life cycles : teacher's guide.	TX0002384469	7/8/1988
Delta Education	Plants in our world reader.	TX0006402066	6/26/2006
Delta Education, LLC	Pollution.	TX0005913095	2/10/2004
Delta Education	Pond life : teacher's guide.	TX0002384467	7/8/1988
Delta Education	Powders and crystals : teacher's guide.	TX0002384459	7/8/1988
Delta Education	Properties : teacher's guide.	TX0002384460	7/8/1988
Delta Education, LLC	Relative position and motion : teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005866658	11/21/2003
Delta Education, Inc.	Rock origins : activity guide / author, Richard Bollinger.	TX0004406776	2/19/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education	Rocks and minerals : teacher's guide / by Ben Werner.	TX0002384479	7/8/1988
Delta Education, Inc.	Seed mysteries : activity guide / author, Mary Jo Lechner.	TX0004410972	2/18/1997
Delta Education, Inc.	Seed mysteries : activity journal / author, Mary Jo Lechner.	TX0004410974	2/18/1997
Delta Education, LLC	Simple machines.	TX0005699027	5/8/2003
Delta Education	Simple machines : teacher's guide / by Elizabeth Fox.	TX0002384481	7/8/1988
Delta Education	Sink or float? : teacher's guide.	TX0006403250	6/28/2006
Delta Education	Sink or float : teacher's guide.	TX0002384482	7/8/1988
Delta Education, LLC	Soil science.	TX0005914417	2/10/2004
Delta Education, LLC	Solar system / [Sarah A. Maineri], senior project editor.	TX0005748058	5/8/2003
Delta Education, LLC	Solar system : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747208	5/9/2003
Delta Education, LLC	Sound.	TX0005913094	2/10/2004
Delta Education, LLC	Sound : teacher's guide.	TX0005914413	2/10/2004
Delta Education	Sound : teacher's guide.	TX0002384456	7/8/1988
Delta Education, LLC	Stages of matter : teacher's guide.	TX0005792812	8/12/2003
Delta Education, LLC	States of matter / [Sarah A. Maineri], senior project editor.	TX0005748054	5/8/2003
Delta Education	States of matter : teacher's guide / by Michael Worosz.	TX0002384464	7/8/1988
Delta Education, LLC	Sunshine and shadows.	TX0005913093	2/10/2004
Delta Education	Sunshine and shadows : teacher's guide.	TX0002384477	7/8/1988
Delta Education, LLC	Using your senses / [Sarah A. Maineri], senior project editor.	TX0005748059	5/8/2003
Delta Education, LLC	Using your senses : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747205	5/9/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Water cycle.	TX0005914418	2/10/2004
Delta Education, LLC	Weather forecasting.	TX0005699029	5/8/2003
Delta Education	Weather forecasting : teacher's guide / by Deighton K. Emmons, Jr.	TX0002384475	7/8/1988
Delta Education, LLC	Weather forecasting : teacher's guide / Sarah A. Maineri, senior project editor.	TX0005747209	5/9/2003
Delta Education, LLC	Weather instruments / [Sarah A. Maineri], senior project editor.	TX0005748055	5/8/2003
Delta Education	Weather instruments : teacher's guide / by Lester G. Paldy.	TX0002384478	7/8/1988
Delta Education, LLC	Weather watching / [Sarah A. Maineri], senior project editor.	TX0005748053	5/8/2003
Delta Education	Weather watching : teacher's guide / by Lester G. Paldy.	TX0002384474	7/8/1988
Delta Education, Inc.	Weather wise : activity guide / author, Ceanne Tzimopoulos.	TX0004410969	2/18/1997
Delta Education, Inc.	Weather wise : activity journal / author, Ceanne Tzimopoulos.	TX0004410970	2/18/1997
Delta Education, Inc.	Work : plane & simple : activity guide / author, Sally Gullatt Seehafer.	TX0004410971	2/18/1997
Delta Education, Inc.	Work—plane and simple : activity guide / by Delta Education ; author, Sally Gullatt Seehafer.	TX0004406418	11/1/1996
Delta Education, LLC	You and your body / [Sarah A. Maineri], senior project editor.	TX0005748052	5/8/2003
Delta Education, LLC	You and your body : teacher's guide.	TX0005815686	8/12/2003
Delta Education	You and your body : teacher's guide / by David R. Stronck.	TX0002384466	7/8/1988
Delta Education, Inc.	Amazing air : DSM II teacher's guide / National Learning Center.	TX0004441524	1/9/1997
Delta Education, Inc.	Animal behavior : teacher's guide.	TX0004440867	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Aquatic life mini-kit : equipment and guide to assist children in the exploration of an aquatic environment.	TX0003739371	12/6/1993
Delta Education, Inc.	Beginnings : teacher's guide : level K / Herbert D. Thier, Robert C. Knott.	TX0003363130	6/3/1992
Delta Education, Inc.	Behavior of mealworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957855	8/11/1982
Delta Education, Inc.	Body basics : activity guide.	TX0004406456	11/1/1996
Delta Education, Inc.	Body basics : activity journal.	TX0004406458	11/1/1996
Delta Education, Inc.	Brine shrimp : Delta project cards / William R. Brown, Edwin P. White.	TX0000957849	8/11/1982
Delta Education, Inc.	Bubble science activity guide.	TX0004406454	11/1/1996
Delta Education, Inc.	Bubble science activity journal.	TX0004406453	11/1/1996
Delta Education, Inc.	Butterflies and moths : DSM II teacher's guide.	TX0004440180	1/9/1997
Delta Education, Inc.	Chemical interactions : teacher's guide.	TX0003842875	2/27/1995
Delta Education, Inc.	Classroom plants : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004442733	1/9/1997
Delta Education, Inc.	Clay boats : Delta project cards / William R. Brown, Edwin P. White.	TX0000957850	8/11/1982
Delta Education, Inc.	Clear view of personal checking : simulations, activities, masters, visuals / author, Vicky L. Kouba.	TX0004406666	2/19/1997
Delta Education, Inc.	Color and light : teacher's guide.	TX0004043757	2/27/1995
Delta Education, Inc.	Communities.	TX0003593416	6/21/1993
Delta Education, Inc.	Communities : teacher's guide, level 5 / Robert C. Knott, Herbert D. Thier.	TX0003690485	9/30/1993
Delta Education, Inc.	Crystal creations : activity journal.	TX0004406455	11/1/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Delta Education, Inc., presents A feast of fractions / a menu of activities prepared by Sally Palow, Kathleen Knoblock, Myra Kennedy ... [et al.] ; cover ill. Rose Lowry.	TX0004406537	11/1/1996
Delta Education, Inc.	Delta game factory / Vicky L. Kouba.	TX0004406544	2/19/1997
Delta Education, Inc.	Delta project cards—Colored solutions / William R. Brown, Edwin P. White.	TX0000842525	10/26/1981
Delta Education, Inc.	Delta Volume Shake : teacher's guide.	TX0004409053	11/1/1996
Delta Education, Inc.	Dinosaur classification : teacher's guide.	TX0004440862	1/9/1997
Delta Education, Inc.	DNA—from genes to proteins : teacher's guide / author, Betty B. Hoskins.	TX0003845929	6/24/1994
Delta Education, Inc.	Earth, moon, and sun : teacher's guide / author[s], John G. Radzilowicz, 1952-, and Jan M. Derby ; ill. Nancy Schoefl.	TX0004442655	1/9/1997
Delta Education, Inc.	Earth movements : DSM II teacher's guide.	TX0004441527	1/9/1997
Delta Education, Inc.	Earth processes : teacher's guide.	TX0004440864	1/9/1997
Delta Education, Inc.	Earthworms : Delta project cards / William R. Brown, Edwin P. White.	TX0000957851	8/11/1982
Delta Education, Inc.	Ecosystems.	TX0003593418	6/21/1993
Delta Education, Inc.	Ecosystems : SCIS 3, teacher's guide, level 6 / Robert C. Knott, Herbert D. Thier.	TX0003690482	9/30/1993
Delta Education, Inc.	Electrical circuits : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004440927	1/9/1997
Delta Education, Inc.	Electrical connections : activity guide.	TX0004406463	11/1/1996
Delta Education, Inc.	Electrical connections : teacher's guide / author, Bob Roth.	TX0003830396	3/31/1994
Delta Education, Inc.	Electromagnetism activity journal.	TX0004409099	11/1/1996
Delta Education, Inc.	Electromagnetism : teacher's guide.	TX0004043755	2/27/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Energy sources.	TX0003602059	6/21/1993
Delta Education, Inc.	Environments.	TX0003593419	6/21/1993
Delta Education, Inc.	Environments : teacher's guide, level 4 / Robert C. Knott, Herbert D. Thier.	TX0003690484	9/30/1993
Delta Education, Inc.	Erosion : teacher's guide.	TX0004043756	2/27/1995
Delta Education, Inc.	Exploring geometry : intermediate.	TX0003423266	11/16/1992
Delta Education, Inc.	Exploring geometry : primary.	TX0003423267	11/16/1992
Delta Education, Inc.	Exploring number relationships : intermediate.	TX0003423265	11/16/1992
Delta Education, Inc.	Exploring probability / Fredda J. Friederwitzer, Barbara Berman, Beth Forrester.	TX0003423216	11/16/1992
Delta Education, Inc.	Exploring probability : primary / Vicky L. Kouba.	TX0003423215	11/16/1992
Delta Education, Inc.	Fast food for thought : Delta base 10 fries : teacher's guide / Carole Reesink.	TX0003627597	6/25/1993
Delta Education, Inc.	Fast Food for Thought : Delta Demimal Dog : teacher's guide.	TX0003485171	2/16/1993
Delta Education, Inc.	Fast food for thought : Delta fraction burger : teacher's guide / Carole Reesink and Linda Frost.	TX0003627596	6/25/1993
Delta Education, Inc.	Finding the moon : teacher's guide.	TX0004440865	1/9/1997
Delta Education, Inc.	Food chains and webs : DSM II teacher's guide.	TX0004441526	1/9/1997
Delta Education, Inc.	Fossil formations : activity guide.	TX0004406459	11/1/1996
Delta Education, Inc.	Fossil formations : activity journal.	TX0004406457	11/1/1996
Delta Education, Inc.	From seed to plant : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004446637	1/9/1997
Delta Education, Inc.	Fungi—small wonders : teacher's guide.	TX0003830394	3/31/1994
Delta Education, Inc.	Gases and "airs" : Delta project cards / William R. Brown, Edwin P. White.	TX0000957853	8/11/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	I Can't Believe It's Math! : discovering classroom math in after-school activities / Mary Ann Schroeder, Marcay Burma-Washington	TX0003567974	5/28/1993
Delta Education, Inc.	If shipwrecks could talk : teacher's guide.	TX0004440866	1/9/1997
Delta Education, Inc.	Insect life : teacher's guide.	TX0003933407	2/27/1994
Delta Education, Inc.	Interaction and systems.	TX0003606743	6/21/1993
Delta Education, Inc.	Interaction and systems : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363133	6/3/1992
Delta Education, Inc.	Investigating water : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440919	1/9/1997
Delta Education, Inc.	Length and capacity : teacher's guide.	TX0004442792	1/9/1997
Delta Education, Inc.	Lenses and mirrors : teacher's guide / author, the National Learning Center ; ill./art production Nancy Schoefl.	TX0004442654	1/9/1997
Delta Education, Inc.	Life cycles.	TX0003606744	6/21/1993
Delta Education, Inc.	Life cycles : teacher's guide : level 2 / Herbert D. Thier, Robert C. Knott.	TX0003363132	6/3/1992
Delta Education, Inc.	Looking at liquids : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004440926	1/9/1997
Delta Education, Inc.	Magnet magic activity guide.	TX0004409100	11/1/1996
Delta Education, Inc.	Magnets : teacher's guide / author, Joreen Hendry.	TX0003830397	3/31/1994
Delta Education, Inc.	Material objects.	TX0003606739	6/21/1993
Delta Education, Inc.	Material objects : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363134	6/3/1992
Delta Education, Inc.	Measuring : teacher's guide / editing Elizabeth Foy ; ill./art production Nancy Schoefl.	TX0004440922	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Newtons toy box : teacher's guide / author, Carolyn Summers.	TX0003830398	3/31/1994
Delta Education, Inc.	Observing an aquarium : DSM II teacher's guide.	TX0004440179	1/9/1997
Delta Education, Inc.	Organisms.	TX0003606742	6/21/1993
Delta Education, Inc.	Organisms : teacher's guide : level 1 / Herbert D. Thier, Robert C. Knott.	TX0003363131	6/3/1992
Delta Education, Inc.	Plant and animal life cycles : teacher's guide / editing Kathy Z. Allen and Kathy Talmadge ; ill./art production Nancy P. Schoefl.	TX0004440925	1/9/1997
Delta Education, Inc.	Plant and animal populations : teacher's guide / editing Diana J. Reno ; ill./art production Nancy Schoefl.	TX0004440924	1/9/1997
Delta Education, Inc.	Pollution : teacher's guide.	TX0003845509	6/24/1994
Delta Education, Inc.	Pond life : teacher's guide.	TX0003933406	2/27/1994
Delta Education, Inc.	Populations.	TX0003606741	6/21/1993
Delta Education, Inc.	Populations : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363136	6/3/1992
Delta Education, Inc.	Powders and crystals : teacher's guide / editing Diana J. Reno ; ill./art production Nancy P. Schoefl.	TX0004440921	1/9/1997
Delta Education, Inc.	Properties : teacher's guide.	TX0004442793	1/9/1997
Delta Education, Inc.	Relative position and motion : SCIS 3, teacher's guide, level 4 / Herbert D. Thier, Robert C. Knott.	TX0003690483	9/30/1993
Delta Education, Inc.	Rock origins : activity journal.	TX0004411206	11/1/1996
Delta Education, Inc.	Rocks and minerals : teacher's guide : a Delta science module / editing Editorial Services Plus, copyediting Jill Farinelli ; design/production Ann V. Richardson ; ill./art production Nancy P. Schoefl ; cover design Nancy P. Schoefl.	TX0003784217	3/31/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Science in a Nutshell : flight! gliders to jets, activity journal.	TX0004414313	11/1/1996
Delta Education, Inc.	Scientific theories.	TX0003593417	6/21/1993
Delta Education, Inc.	Scientific theories.	TX0003602057	6/21/1993
Delta Education, Inc.	SCIS 3 energy sources.	TX0003577675	6/21/1993
Delta Education, Inc.	SCIS 3 relative position and motion.	TX0003577674	6/21/1993
Delta Education, Inc.	Simple machines : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy P. Schoefl.	TX0004015686	2/27/1995
Delta Education, Inc.	Sink or float : Delta project cards / William R. Brown, Edwin P. White.	TX0000957852	8/11/1982
Delta Education, Inc.	Sink or float? : teacher's guide.	TX0004446585	1/9/1997
Delta Education, Inc.	Small things and microscopes : teacher's guide / author, Eileen Terrill ; contributors, Jeanne Dietsch, William Kennedy and Bradford Taylor ; ill. Phyllis Pittet and Susan Dunholter ; photography Paul McGuirk.	TX0003864322	6/24/1994
Delta Education, Inc.	Soil science : DSM II teacher's guide.	TX0004441525	1/9/1997
Delta Education, Inc.	Solar energy : teacher's guide.	TX0003845510	6/24/1994
Delta Education, Inc.	Solar system : teacher's guide / editing Editorial Services Plus and D. Louis Finsand ; ill./art production Nancy Schoefl.	TX0004446638	1/9/1997
Delta Education, Inc.	Sound : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004440920	1/9/1997
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406460	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406461	11/1/1996
Delta Education, Inc.	Sound vibrations : activity guide.	TX0004406462	11/1/1996
Delta Education, Inc.	States of matter : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446636	1/9/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, Inc.	Strings & musical instruments : Delta project cards / William R. Brown, Edwin P. White.	TX0000957856	8/11/1982
Delta Education, Inc.	Subsystems and variables.	TX0003606740	6/21/1993
Delta Education, Inc.	Subsystems and variables : teacher's guide : level 3 / Herbert D. Thier, Robert C. Knott.	TX0003363135	6/3/1992
Delta Education, Inc.	Sunshine and shadows : teacher's guide / editing Katy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446642	1/9/1997
Delta Education, Inc.	Water cycle : teacher's guide / editing Kathy Z. Allen ; ill./art production Nancy Schoefl.	TX0004446639	1/9/1997
Delta Education, Inc.	Weather forecasting : teacher's guide / editing Editorial Services Plus ; ill./art production Nancy Schoefl.	TX0004446640	1/9/1997
Delta Education, Inc.	Weather instruments : teacher's guide.	TX0004440861	1/9/1997
Delta Education, Inc.	Weather watching : teacher's guide / editing Jill Farinelli ; ill./art production Nancy Schoefl.	TX0004446641	1/9/1997
Delta Education, Inc.	Whistles : Delta project cards / William R. Brown, Edwin P. White.	TX0000957854	8/11/1982
Delta Education, Inc.	You and your body : teacher's guide.	TX0003830395	3/31/1994
Delta Education, LLC	About me.	TX0006236193	9/30/2005
Delta Education, LLC	Addition & subtraction student activity guide : no. 550-3530.	TX0005751741	5/8/2003
Delta Education, LLC	Addition & subtraction : teacher's guide.	TX0005752801	5/8/2003
Delta Education, LLC	Algebra : grades 3-4, student activity guide.	TX0005698998	5/8/2003
Delta Education, LLC	Algebra : grades 5-6, student activity guide.	TX0005698994	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 3-4.	TX0005751730	5/8/2003
Delta Education, LLC	Algebra teacher's guide : grades 5-6.	TX0005751729	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Animal observatory : activity guide.	TX0005827574	8/12/2003
Delta Education, LLC	Animal observatory : activity journal.	TX0005827531	8/23/2003
Delta Education, LLC	Animals.	TX0006203855	7/28/2005
Delta Education, LLC	Area and volume formulas teacher's guide.	TX0005854001	11/21/2003
Delta Education, LLC	Base Ten Fries : math activities for Base Ten Fries.	TX0005866681	11/21/2003
Delta Education, LLC	Body basics : activity journal.	TX0005827635	8/13/2003
Delta Education, LLC	Breaking earth's hold : activity guide.	TX0005827561	8/12/2003
Delta Education, LLC	Breaking earth's hold : activity journal.	TX0005827540	8/12/2003
Delta Education, LLC	Bubble science : activity guide.	TX0005827624	8/12/2003
Delta Education, LLC	Bubble science : activity journal.	TX0005827633	8/12/2003
Delta Education, LLC	Butterflies and moths : teacher's guide.	TX0005914936	2/10/2004
Delta Education, LLC	Charge it! static electricity : activity guide.	TX0005827625	8/12/2003
Delta Education, LLC	Charge it! static electricity : activity journal.	TX0005827636	8/12/2003
Delta Education, LLC	Clear View—graphing : grades 5-8, teacher's guide : overhead transparencies, activity masters.	TX0005876336	11/21/2003
Delta Education, LLC	Clear view of decimals : activities, masters, visuals, applications.	TX0005876337	11/21/2003
Delta Education, LLC	Clear view of fractions : activities, masters, visuals, applications.	TX0005866615	11/21/2003
Delta Education, LLC	Clear view of percent : activities, masters, visuals, applications.	TX0005876334	11/21/2003
Delta Education, LLC	Clear view of personal checking : simulations, activities, masters, visuals.	TX0005876338	11/21/2003
Delta Education, LLC	Clear view of tessellations : activities, masters, visuals.	TX0005866614	11/21/2003
Delta Education, LLC	Clear view ratio & proportion.	TX0005876330	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Clever levers : activity guide.	TX0005827580	8/12/2003
Delta Education, LLC	Clever levers : activity journal.	TX0005827583	8/12/2003
Delta Education, LLC	Color and light : teacher's guide.	TX0005920199	2/10/2004
Delta Education, LLC	Crystal creations : activity guide.	TX0005827618	8/12/2003
Delta Education, LLC	Crystal creations : activity journal.	TX0005827616	8/12/2003
Delta Education, LLC	Data analysis and probability student activity guide / written by Eve Laubner Thibodeau ; editor, Kathryn S. Daniel ; graphic artist, Janis Rattet ; illustrator, Laurel Aiello.	TX0005748234	5/8/2003
Delta Education, LLC	Data analysis and probability teacher's guide : no. 450-3563.	TX0005751739	5/8/2003
Delta Education, LLC	Decimal Dog : math activities for the Decimal Dog.	TX0005866680	11/21/2003
Delta Education, LLC	Delta science module / by Ana Costa.	TX0005808261	8/12/2003
Delta Education, LLC	Delta science module : from seed to plant.	TX0005808265	8/12/2003
Delta Education, LLC	Delta science module : plant and animal life cycles	TX0005808263	8/12/2003
Delta Education, LLC	Delta science module : properties.	TX0005808262	8/12/2003
Delta Education, LLC	Delta science module : simple machines.	TX0005808264	8/12/2003
Delta Education, LLC	Delta science module, third edition : matter and change.	TX0006236223	9/30/2005
Delta Education, LLC	Destination, moon : activity guide.	TX0005827581	8/12/2003
Delta Education, LLC	Destination moon : activity journal.	TX0005827524	8/12/2003
Delta Education, LLC	Detective lab : activity guide.	TX0005827634	8/12/2003
Delta Education, LLC	Detective lab : activity journal.	TX0005827638	8/12/2003
Delta Education, LLC	Dinosaurs and fossils : teacher's guide.	TX0005920198	2/10/2004
Delta Education, LLC	Discovery guide dinosaurs : pre-K.	TX0005752836	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education LLC	Discovery guide : health and nutrition : pre-K.	TX0005752843	5/8/2003
Delta Education LLC	Discovery guide : insects and spiders : pre-K.	TX0005752839	5/8/2003
Delta Education LLC	Discovery guide : oceans : pre-K.	TX0005752838	5/8/2003
Delta Education LLC	Discovery guide : trees : pre-K.	TX0005752837	5/8/2003
Delta Education LLC	Discovery guide : weather : pre-K.	TX0005752842	5/8/2003
Delta Education, LLC	Earth.	TX0006226019	7/28/2005
Delta Education, LLC	Earth & sun : activity guide.	TX0005827549	8/12/2003
Delta Education, LLC	Earth & sun : activity journal.	TX0005827550	8/12/2003
Delta Education, LLC	Earth movements : teacher's guide.	TX0005914938	2/10/2004
Delta Education, LLC	Earth processes.	TX0006203858	7/28/2005
Delta Education, LLC	Electrical connections : activity guide.	TX0005827564	8/12/2003
Delta Education, LLC	Electrical connections : activity journal.	TX0005827631	8/12/2003
Delta Education, LLC	Electromagnetism : activity guide.	TX0005827575	8/12/2003
Delta Education, LLC	Electromagnetism : activity journal.	TX0005827614	8/12/2003
Delta Education, LLC	Energy & motion : activity guide.	TX0005827563	8/12/2003
Delta Education, LLC	Energy & motion : activity journal.	TX0005827629	8/12/2003
Delta Education, LLC	Feast of fractions : math activities for the Fraction Burger.	TX0005866682	11/21/2003
Delta Education, LLC	Flight and rocketry : teacher's guide.	TX0005914937	2/10/2004
Delta Education, LLC	Flight! gliders to jets : activity guide.	TX0005827578	8/12/2003
Delta Education, LLC	Flight! gliders to jets : activity journal.	TX0005827615	8/12/2003
Delta Education, LLC	Flowering plants : activity guide.	TX0005827528	8/12/2003
Delta Education, LLC	Flowering plants : activity journal.	TX0005827559	8/12/2003
Delta Education, LLC	Force and motion.	TX0005698992	5/8/2003
Delta Education, LLC	Fossil formations : activity guide.	TX0005827639	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Fossil formations : activity journal.	TX0005827619	8/12/2003
Delta Education, LLC	Fraction Burger : math activities for the Fraction Burger.	TX0005866683	11/21/2003
Delta Education, LLC	Fraction concepts : student activity guide.	TX0005698997	5/8/2003
Delta Education, LLC	Fraction concepts teacher's guide : no. 450-3366.	TX0005751738	5/8/2003
Delta Education, LLC	Fractions and decimals student activity guide : no. 550-3541.	TX0005751743	5/8/2003
Delta Education, LLC	Fractions and decimals teacher's guide : no. 450-3399.	TX0005751745	5/8/2003
Delta Education, LLC	From seed to plant.	TX0005752831	5/8/2003
Delta Education, LLC	Gases : activity journal.	TX0005827530	8/12/2003
Delta Education, LLC	Gasses : activity guide.	TX0005827573	8/23/2003
Delta Education, LLC	Gears at work : activity guide.	TX0005827626	8/12/2003
Delta Education, LLC	Gears at work : activity journal.	TX0005827623	8/12/2003
Delta Education, LLC	Geometry student activity guide : grades 3-4.	TX0005751725	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 3-4.	TX0005751726	5/8/2003
Delta Education, LLC	Geometry teacher's guide : grades 5-6.	TX0005751734	5/8/2003
Delta Education, LLC	Graphing : grades 1-3, teacher's guide.	TX0005876335	11/21/2003
Delta Education, LLC	Hexagonoes addition and subtraction : level 2, teacher guide.	TX0005867049	11/21/2003
Delta Education, LLC	Hexagonoes base ten : teacher guide.	TX0005867050	11/21/2003
Delta Education, LLC	Hexagonoes fractions with Delta's Fraction Burger : teacher guide.	TX0005867054	11/21/2003
Delta Education, LLC	Hexagonoes money : teacher guide.	TX0005867052	11/21/2003
Delta Education, LLC	Hexagonoes multiplication : level 1, teacher guide.	TX0005867055	11/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Hexagones order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagones patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagones percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagones ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagones scientific notation : teacher guide.	TX0005867051	11/21/2003
Delta Education, LLC	How do we learn?	TX0006203857	7/28/2005
Delta Education, LLC	Human machine : activity guide.	TX0005827572	8/12/2003
Delta Education, LLC	Human machine : activity journal.	TX0005827558	8/12/2003
Delta Education, LLC	Interaction and systems : Delta Education SCIS 3+ : level 2 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832399	11/21/2003
Delta Education, LLC	Investigating water : teacher's guide.	TX0005914935	2/10/2004
Delta Education, LLC	Is it alive? : activity guide	TX0005827525	8/12/2003
Delta Education, LLC	Is it alive? : activity journal.	TX0005827582	8/12/2003
Delta Education, LLC	Liquids : activity guide.	TX0005827584	8/12/2003
Delta Education, LLC	Liquids : activity journal.	TX0005827548	8/12/2003
Delta Education, LLC	Magnet magic : activity guide.	TX0005827576	8/12/2003
Delta Education, LLC	Magnet magic : activity journal.	TX0005827622	8/13/2003
Delta Education, LLC	Magnets : teacher's guide.	TX0005914934	2/10/2004
Delta Education, LLC	Material objects : Delta Education SCIS 3+.	TX0005867363	11/21/2003
Delta Education, LLC	Math tune-ups : addition and subtraction : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748060	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Math tune-ups : fractions : teacher's guide : games specially created to practice and review basic facts and skills.	TX0005748061	5/8/2008
Delta Education, LLC	Math Tune-Ups : multiplication and division : teacher's guide.	TX0005752847	5/8/2003
Delta Education, LLC	Measurement student activity guide / Eve Laubner Thibodeau, Lisa Lachance, John Prescott, and Mathew Bacon ; ill. by Coni Porter, Nancy Schoefl and Cheryl Wolf.	TX0005748238	5/8/2003
Delta Education, LLC	Measurement student activity guide / written and edited by Eve Laubner ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748235	5/8/2003
Delta Education, LLC	Measurement teacher's guide : grades 1-3 : transparency teaching system.	TX0005853992	11/21/2003
Delta Education, LLC	Measurment teacher's guide : grades 2-3.	TX0005751727	5/8/2003
Delta Education, LLC	Measurment teacher's guide : grades 4-5.	TX0005751728	5/8/2003
Delta Education, LLC	Metric tools : student activity guide.	TX0005698993	5/8/2003
Delta Education, LLC	Metric tools teacher's guide : no. 450-3552.	TX0005751736	5/8/2003
Delta Education, LLC	Microworlds : activity guide.	TX0005827586	8/12/2003
Delta Education, LLC	Microworlds : activity journal.	TX0005827539	8/12/2003
Delta Education, LLC	Money : student activity guide.	TX0005698996	5/8/2003
Delta Education, LLC	Money teacher's guide : no. 450-3377.	TX0005751744	5/8/2003
Delta Education, LLC	Multiplication and division student activity guide : no. 550-3728.	TX0005751742	5/8/2003
Delta Education, LLC	Multiplication and division teacher's guide : no. 450-3530.	TX0005751735	5/8/2003
Delta Education, LLC	Newton's toy box.	TX0006203859	7/28/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Oceans alive! : activity guide.	TX0005827543	8/12/2003
Delta Education, LLC	Oceans alive! : activity journal.	TX0005827571	8/12/2003
Delta Education, LLC	Oceans in motion : activity guide.	TX0005827551	8/12/2003
Delta Education, LLC	Oceans in motion : activity journal.	TX0005827569	8/12/2003
Delta Education, LLC	One & only you : activity guide.	TX0005827557	8/12/2003
Delta Education, LLC	One & only you : activity journal.	TX0005827538	8/12/2003
Delta Education, LLC	Organisms : Delta Education SCIS 3+.	TX0005867362	11/21/2003
Delta Education, LLC	Our changing earth : activity guide.	TX0005827533	8/12/2003
Delta Education, LLC	Our changing earth : activity journal.	TX0005827545	8/12/2003
Delta Education, LLC	Peek inside you : activity guide.	TX0005827587	8/12/2003
Delta Education, LLC	Peek inside you : activity journal.	TX0005827532	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity guide.	TX0005827585	8/12/2003
Delta Education, LLC	Physical and chemical changes : activity journal.	TX0005827526	8/12/2003
Delta Education, LLC	Planets & stars : activity guide.	TX0005827522	8/12/2003
Delta Education, LLC	Planets & stars : activity journal.	TX0005827570	8/12/2003
Delta Education, LLC	Plants.	TX0006203856	7/28/2005
Delta Education, LLC	Pollution : teacher's guide.	TX0005805185	2/10/2004
Delta Education, LLC	Ponds & streams : activity guide.	TX0005827529	8/12/2003
Delta Education, LLC	Ponds & streams : activity journal.	TX0005827560	8/12/2003
Delta Education, LLC	Populations : level 3 : Delta Education SCIS 3+ teacher's guide / Robert C. Knott, Herbert D. Thier.	TX0005876332	11/21/2003
Delta Education, LLC	Pre-algebra teacher's guide : grades 5 to 8 : transparency teaching system.	TX0005853991	11/21/2003
Delta Education, LLC	Probability : student activity guide.	TX0005752846	5/8/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Probability teacher's guide : no. 450-3421.	TX0005751733	5/8/2003
Delta Education, LLC	Problem solving student activity guide, grade 3-4 / written by Patti Vyzralek ; ill. by Nancy Schoefl.	TX0005748233	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 3-4.	TX0005751732	5/8/2003
Delta Education, LLC	Problem solving teacher's guide : grades 5-6.	TX0005751731	5/8/2003
Delta Education, LLC	Properties.	TX0005752832	5/8/2003
Delta Education, LLC	Pulley power : activity guide.	TX0005827562	8/12/2003
Delta Education, LLC	Pulley power : activity journal.	TX0005827547	8/12/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748237	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent student activity guide / editor, Eve Laubner Thibodeau ; writer, Robert W. Smith ; graphic artist, J. M. Rattet ; illustrator, Nancy Schoefl.	TX0005748236	5/8/2003
Delta Education, LLC	Ratio, proportion, and percent teacher's guide : no. 450-3541.	TX0005751740	5/8/2003
Delta Education, LLC	Reasoning with patterns teacher's guide : grades 1-3.	TX0005876333	11/21/2003
Delta Education, LLC	Rock origins : activity guide.	TX0005827577	8/12/2003
Delta Education, LLC	Rock origins : activity journal.	TX0005827568	8/12/2003
Delta Education, LLC	Rocks and minerals.	TX0005913101	2/10/2004
Delta Education, LLC	Rocks and minerals : teacher's guide.	TX0005920197	2/10/2004
Delta Education, LLC	Science in a nutshell : weather wise activity guide.	TX0005806904	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Scientific theories : Delta Education SCIS 3+ : level 6 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832400	11/21/2003
Delta Education, LLC	SCIS 3+ communités : student journal.	TX0005876161	11/21/2003
Delta Education, LLC	SCIS 3+ ecosystems : student journal.	TX0005876166	11/21/2003
Delta Education, LLC	SCIS 3+ energy sources : student journal.	TX0005876165	11/21/2003
Delta Education, LLC	SCIS 3+ environments : student journal.	TX0005876168	11/21/2003
Delta Education, LLC	SCIS 3+ interaction and systems : student journal.	TX0005876160	11/21/2003
Delta Education, LLC	SCIS 3+ life cycles : student journal.	TX0005876162	11/21/2003
Delta Education, LLC	SCIS 3+ populations : student journal.	TX0005876163	11/21/2003
Delta Education, LLC	SCIS 3+ relative position and motion : student journal.	TX0005876164	11/21/2003
Delta Education, LLC	SCIS 3+ scientific theories : student journal.	TX0005876159	11/21/2003
Delta Education, LLC	SCIS 3+ subsystems and variables : student journal.	TX0005876167	11/21/2003
Delta Education, LLC	Seed mysteries : activity guide.	TX0005827627	8/12/2003
Delta Education, LLC	Seed mysteries : activity journal.	TX0005827617	8/12/2003
Delta Education, LLC	Sky.	TX0006236194	9/30/2005
Delta Education, LLC	Small wonders : activity guide.	TX0005827556	8/12/2003
Delta Education, LLC	Small wonders : activity journal.	TX0005827541	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity guide.	TX0005827567	8/12/2003
Delta Education, LLC	Smell, taste, touch : activity journal.	TX0005827579	8/12/2003
Delta Education, LLC	Soil science : teacher's guide.	TX0005914933	2/10/2004
Delta Education, LLC	Soil studies : activity guide.	TX0005827523	8/12/2003
Delta Education, LLC	Soil studies : activity journal.	TX0005827542	8/12/2003
Delta Education, LLC	Solids : activity guide.	TX0005827527	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Education, LLC	Solids : activity journal.	TX0005827534	8/12/2003
Delta Education, LLC	Sorting.	TX0006203793	7/28/2005
Delta Education, LLC	Sound vibrations : activity guide.	TX0005827632	8/12/2003
Delta Education, LLC	Sound vibrations : activity journal.	TX0005827621	8/12/2003
Delta Education, LLC	Student activity guide.	TX0005752834	5/8/2003
Delta Education, LLC	Subsystems and variables : Delta Education SCIS 3+ : level 3 : teacher's guide / Herbert D. Thier, Robert C. Knott.	TX0005832401	11/21/2003
Delta Education, LLC	Sunshine and shadows : teacher's guide.	TX0005805188	2/10/2004
Delta Education, LLC	Time : student activity guide.	TX0005698995	5/8/2003
Delta Education, LLC	Time teacher's guide : no. 450-3355.	TX0005751737	5/8/2003
Delta Education, LLC	Vision & hearing : activity guide.	TX0005827566	8/12/2003
Delta Education, LLC	Vision & hearing : activity journal.	TX0005827637	8/12/2003
Delta Education, LLC	Water cycle : activity guide.	TX0005827535	8/12/2003
Delta Education, LLC	Water cycle : activity journal.	TX0005827536	8/12/2003
Delta Education, LLC	Water cycle : teacher's guide.	TX0005805186	2/10/2004
Delta Education, LLC	Water physics : activity guide.	TX0005827537	8/12/2003
Delta Education, LLC	Water physics : activity journal.	TX0005827620	8/12/2003
Delta Education, LLC	Weather.	TX0006203792	7/28/2005
Delta Education, LLC	Weather watching : teacher's guide.	TX0005810349	8/12/2003
Delta Education, LLC	Weather wise : activity journal.	TX0005827630	8/12/2003
Delta Education, LLC	Wheels at work : activity guide.	TX0005827546	8/12/2003
Delta Education, LLC	Wheels at work : activity journal.	TX0005827544	8/12/2003
Delta Education, LLC	Where is it? is it moving?	TX0006236195	9/30/2005
Delta Education, LLC	Work plane & simple : activity guide.	TX0005827565	8/12/2003
Delta Education, LLC	Work plane & simple : activity journal.	TX0005827628	8/12/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Delta Educaion	Electromagnetism reader	TX0006403153	6/26/2006
Delta Educaion	Plant and animal population reader	TX0006403154	6/26/2006
Delta Educaion	Erosion reader	TX0006403155	6/26/2006
Delta Educaion	Plants reader	TX0006403156	6/26/2006
Delta Educaion	Matter	TX0006403157	6/26/2006
Delta Educaion	Sink or float? Reader	TX0006403158	6/26/2006
Delta Educaion	Earth, moon, and sun reader	TX0006403159	6/26/2006
Delta Educaion	DNA : from genes to protein reader	TX0006403160	6/26/2006
Rand McNally & Company	Subsystems and variables : (level 3), teacher's guide	TX0000277639	7/10/1979
Rand McNally & Company	Ecosystems : (level 6), teacher's guide	TX0000277640	7/10/1979
Rand McNally & Company	Communities : level 5 : teacher's guide	TX0000279334	7/10/1979
Rand McNally & Company	Organisms : level 1 : teacher's guide	TX0000279335	7/10/1979
Rand McNally & Company	Scientific theories : level 6 : teacher's guide	TX0000279336	7/10/1979
Rand McNally & Company	Life cycles : level 2 :teacher's guide	TX0000279337	7/10/1979
Rand McNally & Company	Energy sources : level 5 : teacher's guide	TX0000285176	7/10/1979
Rand McNally & Company	Populations : level 3 : teacher's guide	TX0000285177	7/10/1979
Rand McNally & Company	Interactions and systems : level 2 : teacher's guide	TX0000285178	7/10/1979
Rand McNally & Company	Environments : level 4 : teacher's guide	TX0000285179	7/10/1979
Rand McNally & Company	Material objects : level 1 : teacher's guide	TX0000285180	7/10/1979
Rand McNally & Company	Relative position and motion : level 4 : teacher's guide	TX0000285181	7/10/1979
Rand McNally & Company	Beginnings : kindergarten or preschool : teacher's guide	TX0000285182	7/10/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Rand McNally & Company	Energy sources	TX0000334304	9/17/1979
Rand McNally & Company	Scientific theories	TX0000334305	9/17/1979
Rand McNally & Company	Materials objects	TX0000334306	9/17/1979
Rand McNally & Company	Interaction and systems	TX0000334307	9/17/1979
Rand McNally & Company	Subsystems and variables	TX0000334308	9/17/1979
Rand McNally & Company	Relative position and motion	TX0000334309	9/17/1979
Rand McNally & Company	Ecosystems	TX0000334310	9/17/1979
Rand McNally & Company	Communities	TX0000334311	9/17/1979
Rand McNally & Company	Environments	TX0000334312	9/17/1979
Rand McNally & Company	Populations	TX0000334313	9/17/1979
Rand McNally & Company	Life cycles	TX0000334314	9/17/1979
Rand McNally & Company	Organisms	TX0000336509	9/17/1979

EDUCATORS PUBLISHING SERVICE

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service [sic], Inc.	Challenge in phonic skills, Chips, a developmental phonics bingo game / Lenore Miller and Caroline Peck.	TX0000500978	6/2/1980
Educators Publishing Service	Activity book for Explode the code wall chart / Nancy M. Hall.	TX0005637555	10/24/2002
Educators Publishing Service	Alphabet series : vol. 3.	TX0006402188	6/30/2006
Educators Publishing Service	Alphabet song and dance.	TX0006358160	5/5/2006
Educators Publishing Service	Analogies 1 : 6 analogy and 6 vocabulary quizzes / Arthur Liebman.	TX0002771943	3/5/1990
Educators Publishing Service	Analogies : 2 / Arthur Liebman.	TX0002509439	2/14/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Analogies 3 : problem-solving strategies, exercises for analysis, vocabulary study / Arthur Liebman.	TX0002250942	2/9/1988
Educators Publishing Service	Animals in disguise.	TX0006447433	6/12/2006
Educators Publishing Service	Ant's mitten.	TX0006358159	5/5/2006
Educators Publishing Service	Attack math : division 3.	TX0001867430	7/15/1986
Educators Publishing Service	Attack math : division 3 : arithmetic tasks to advance computational knowledge / Carol Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0002069178	2/11/1986
Educators Publishing Service	Attack math : multiplication book 2.	TX0001577746	5/21/1985
Educators Publishing Service	Attack math : subtraction book 2.	TX0001577743	5/21/1985
Educators Publishing Service	Beginning paragraph meaning / Joanne Carlisle.	TX0003989436	12/15/1994
Educators Publishing Service	Beginning reading with sight words / written by Betty Kracht Johnson ; illustrated by William M. Sheets 2nd	TX0005612967	9/9/2002
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0003989435	12/15/1994
Educators Publishing Service	Beginning sentence meaning / Joanne Carlisle.	TX0002052658	4/27/1987
Educators Publishing Service	Beginning word meaning / Joanne Carlisle.	TX0002052659	4/27/1987
Educators Publishing Service	Big dreams / by Jackie Weisman ; illustrated by Wednesday Kirwan.	TX0006419315	8/16/2006
Educators Publishing Service	Bug and I.	TX0006420022	8/16/2006
Educators Publishing Service, Inc.	Capitalization and punctuation : rules and writing / Kim Anton, Maria Sweeney.	TX0005578774	6/26/2002
Educators Publishing Service, a division of School Specialty, Inc.	Chief and the Mouse et al.	TX0007038271	9/3/2009
Educators Publishing Service	Climb aboard! / by Theresa Trinder ; illustrated by Randy Chewing.	TX0006419313	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Composition starters.	TX0001501245	1/30/1985
Educators Publishing Service	Cursive writing skills / Diana Hanbury King.	TX0002250989	2/9/1988
Educators Publishing Service	Cursive writing skills for left and right-handed students.	TX0006186011	3/14/2005
Educators Publishing Service	Duplicator masters for learning to use manuscript handwriting / Beth H. Slingerland, Marty S. Aho.	TX0001577649	5/21/1985
Educators Publishing Service, Inc.	Dyslexia over the lifespan : a fifty-five-year longitudinal study / Margaret B. Rawson.	TX0004050370	4/18/1995
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002251474	2/9/1988
Educators Publishing Service,	Dyslexia training program : schedule IIIB / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002704371	12/11/1989
Educators Publishing Service	Early reading comprehension in varied subject matter : book D.	TX0001501246	1/30/1985
Educators Publishing Service	Egg.	TX0006402185	6/30/2006
Educators Publishing Service	Einstein's who, what, and where : bk. 3 / Carol Einstein.	TX0006083201	12/23/2004
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading / by William F. McCart.	TX0004009354	1/26/1995
Educators Publishing Service, a division of School Specialty, Inc.	EPS Online Test Generator.	TX0007019706	8/31/2009
Educators Publishing Service	Explode the code 2 1/2.	TX0001867184	7/15/1986
Educators Publishing Service, Inc.	Explode the code : 3 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707533	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0002707532	10/30/1989
Educators Publishing Service	Explode the code : [bk.] 3 / Nancy Hall, Rena Price.	TX0005696363	2/24/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Explode the code book 6.	TX0001573686	5/21/1985
Educators Publishing Service	Explode the code : book 8.	TX0001501242	1/30/1985
Educators Publishing Service	Explode the code books 1 and 2 : teacher's guide and key / Nancy M. Hall.	TX0006085243	12/23/2004
Educators Publishing Service	Explode the code, books 5 and 6 : teacher's guide and key / Nancy M. Hall.	TX0006083198	12/23/2004
Educators Publishing Service	Explode the code books 7 and 8 : teacher's guide and key / Nancy M. Hall.	TX0006085244	12/23/2004
Educators Publishing Service	Explode the code for English language learners.	TX0006211703	4/1/2005
Educators Publishing Service	Explode the code : teacher's guide for bks. 3 & 4.	TX0006171190	3/4/2005
Educators Publishing Service	Explode the code : teacher's guide for books A, B, and C.	TX0006211705	4/1/2005
Educators Publishing Service	Explore the code : placement tests for books A-C and 1-8.	TX0006124499	3/4/2005
Educators Publishing Service	Fossil fun / by Elissa Gershowitz ; illustrated by James Noel Smith.	TX0006419312	8/16/2006
Educators Publishing Service	Game plan : building language skills with games : a sourcebook for teaching the sentence / by Joanna W. Kennedy.	TX0005915727	2/17/2004
Educators Publishing Service	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0006018543	8/30/2004
Educators Publishing Service, Inc.	Game plan : building language skills with games / by Joanna W. Kennedy.	TX0005578778	5/17/2002
Educators Publishing Service	Gifts for Cecil.	TX0006332452	5/5/2006
Educators Publishing Service	Glen's clubhouse.	TX0006409227	6/30/2006
Educators Publishing Service	Grizzlies.	TX0006332458	5/5/2006
Educators Publishing Service	Gulmamadak the Great.	TX0006447431	6/30/2006
Educators Publishing Service	Hop for soup.	TX0006420021	8/16/2006
Educators Publishing Service	Hungry raccoons.	TX0006358158	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Hurdles : MTA reader 4 / written and illustrated by Norma Jackson, Suzanne Brubaker, Joy Crouch.	TX0002725011	1/5/1990
Educators Publishing Service	Jump right into reading : a phonics-based reading and comprehension program / Jane Ervin ; ill. by Tatjana Mai-Wyss	TX0005989440	6/4/2004
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 2 / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005578779	5/17/2002
Educators Publishing Service	Just write : an elementary writing sourcebook : bk. 2, teacher's guide / Alexandra S. Bigelow, Elsie S. Wilmerding.	TX0005659317	12/23/2002
Educators Publishing Service	Just write : creativity and craft in writing : teacher's guide / Alexandra S. Bigelow, Elise S. Wilmerding.	TX0006083199	12/23/2004
Educators Publishing Service	Keyboarding skills.	TX0006211638	4/1/2005
Educators Publishing Service	Learning to listen : a program to improve classroom listening skills in a variety of situations / by William F. McCart.	TX0002680281	10/20/1989
Educators Publishing Service	Letters have fun.	TX0006402186	6/30/2006
Educators Publishing Service	Level 7, blackline master.	TX0006420241	8/16/2006
Educators Publishing Service	Level 7 workbook.	TX0006420242	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Literacy Leaders: 10-Minute Lessons for Phonological Awareness.	TX0007045512	9/8/2009
Educators Publishing Service	Loch Ness monster : fact or fiction?	TX0006332453	5/5/2006
Educators Publishing Service	Making connections : bk. 1.	TX0006491878	1/9/2007
Educators Publishing Service	Making connections : bk. 2.	TX0006420244	8/16/2006
Educators Publishing Service	Making connections : bk. 5.	TX0006420240	8/16/2006
Educators Publishing Service	Making connections : bk. 6.	TX0006491877	1/9/2007
Educators Publishing Service	Making connections : book 3.	TX0006421617	8/16/2006
Educators Publishing Service	Making connections : book 4.	TX0006421616	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Making connections : book 5.	TX0006421615	8/16/2006
Educators Publishing Service	Max's pigpen.	TX0006358157	5/5/2006
Educators Publishing Service, a division of School Specialty, Inc.	MCI Aqua Library.	TX0007397294	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Aqua.	SR0000654688	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Crimson.	SR0000654689	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Audio Recordings, Level Gold.	SR0000654690	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Aqua.	TX0007170146	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Crimson.	TX0007170159	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension, Level Gold.	TX0007192438	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Aqua.	PA0001702201	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Crimson.	PA0001702204	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Comprehension Video Introductions, Level Gold.	PA0001702207	4/21/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Crimson Library.	TX0007397310	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Gold Library.	TX0007397326	5/23/2011
Educators Publishing Service, a division of School Specialty, Inc.	MCI Pre- and Post-Tests.	TX0007177727	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Program Implementation Guide.	TX0007177724	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Aqua.	TX0007192403	5/5/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Crimson.	TX0007170119	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Word Study, Level Gold.	TX0007192429	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Aqua.	TX0007192433	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Crimson.	TX0007177723	5/5/2010
Educators Publishing Service, a division of School Specialty, Inc.	MCI Writing, Level Gold.	TX0007192408	5/5/2010
Educators Publishing Service	Megawords 1.	TX0001867425	7/15/1986
Educators Publishing Service	Megawords : 4.	TX0001451006	11/5/1984
Educators Publishing Service	Megawords 5 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001501256	1/30/1985
Educators Publishing Service	Megawords 7.	TX0001867429	7/15/1986
Educators Publishing Service	Megawords : assessment of decoding and encoding skills : a criterion-referenced test : test manual / Kristin Johnson.	TX0005755639	6/21/2003
Educators Publishing Service	More content words.	TX0006410178	5/5/2006
Educators Publishing Service	Mountain biking adventure.	TX0006447430	6/30/2006
Educators Publishing Service	MTA, multisensory teaching approach / Margaret Taylor Smith.	TX0002256034	2/9/1988
Educators Publishing Service	Multisensory teaching approach / by Margaret Taylor Smith.	TX0002258364	2/9/1988
Educators Publishing Service	Multisensory teaching approach program : 3[-5] / Margaret Taylor Smith.	TX0002622086	2/14/1989
Educators Publishing Service	Music shop bop.	TX0006402187	6/30/2006
Educators Publishing Service	My content words.	TX0006410177	5/5/2006
Educators Publishing Service	My special star.	TX0006332456	5/5/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Paragraph book : bk. 1, Writing the how-to paragraph : teacher's guide. / Diane Tucker-LaFlount.	TX0005659316	12/23/2002
Educators Publishing Service	Paragraph book : bk. 2 : writing the paragraph that tells a story / Dianne Tucker-LaPlount.	TX0005782787	6/21/2003
Educators Publishing Service	Paragraph book : bk. 3, writing expo paragraphs : the paragraph that names things, the example paragraph, the paragraph that tells why / Dianne Tucker-LaPlount.	TX0005915229	2/10/2004
Educators Publishing Service	Paragraph meaning 1 / Joanne Carlisle.	TX0003989437	12/15/1994
Educators Publishing Service	Peeramid : examiner's manual.	TX0001604650	5/21/1985
Educators Publishing Service	Pen pals.	TX0006332460	5/5/2006
Educators Publishing Service	Pennies.	TX0006332454	5/5/2006
Educators Publishing Service	Phonics for thought : bk. A / Lorna C. Reed with Louise S. O'Rourke ; illustrated by Edith D. Wile.	TX0002509438	2/14/1989
Educators Publishing Service	Phonics Plus A : English language learners differentiated instruction guide.	TX0006304351	1/6/2006
Educators Publishing Service	Phonics plus A : learning differences differentiated instruction guide / Renee A. Greenfield.	TX0006308053	1/6/2006
Educators Publishing Service	Phonics Plus A : literature chart.	TX0006323706	3/23/2006
Educators Publishing Service	Phonics plus A literature chart.	TX0006355260	2/13/2006
Educators Publishing Service	Phonics plus A : reteach and practice differentiated instruction guide.	TX0006373495	1/6/2006
Educators Publishing Service	Phonics Plus B : English language learners differentiated instruction guide.	TX0006304353	1/6/2006
Educators Publishing Service	Phonics Plus B : learning differences differentiated instruction guide.	TX0006304350	1/6/2006
Educators Publishing Service	Phonics plus B : reteach and practice : differentiated instruction guide / Beth G. Davis.	TX0006308054	1/6/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Phonics plus C.	TX0006420243	8/16/2006
Educators Publishing Service	Phonics Plus C : English language learners differentiated instruction guide.	TX0006304352	1/6/2006
Educators Publishing Service	Phonics Plus C : learning differences differentiated instruction guide.	TX0006299836	1/6/2006
Educators Publishing Service	Phonics plus decodable readers : level C.	TX0006496458	1/9/2007
Educators Publishing Service	Phonics Plus K.	TX0006299839	1/6/2006
Educators Publishing Service	Phonics Plus K.	TX0006299840	1/6/2006
Educators Publishing Service	Phonics plus picture glossary.	TX0006308264	1/6/2006
Educators Publishing Service	Piano lessons.	TX0006332455	5/5/2006
Educators Publishing Service	Pip and the snow cat.	TX0006358161	5/5/2006
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 2 / by Carol Clark and Alison Draper.	TX0005578780	5/17/2002
Educators Publishing Service	Pop and the bug.	TX0006358162	5/5/2006
Educators Publishing Service	Quit it, Frank! / by John Porell ; illustrated by Jamie Smith.	TX0006419314	8/16/2006
Educators Publishing Service	Rainbows.	TX0006421027	8/16/2006
Educators Publishing Service, a division of School Specialty, Inc.	Rainbows et al.	TX0007038240	9/3/2009
Educators Publishing Service	Rat on the mat.	TX0006409226	1/30/2006
Educators Publishing Service	Reading from scratch : teacher's manual.	TX0001867424	7/15/1986
Educators Publishing Service	Reading from scratch : workbook 2.	TX0001867428	7/15/1986
Educators Publishing Service	Reading : the right start : a practical guide for teaching reading readiness and reading / Toni S. Guild.	TX0002250943	2/9/1988
Educators Publishing Service	Ready, set, go picture-letter cards / Nancy Hall.	TX0003071667	5/17/1991
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002251471	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Reasoning and reading : level 2 / Joanne Carlisle.	TX0002509457	2/14/1989
Educators Publishing Service	Reasoning skills, paragraph meaning, sentence meaning, word meaning : lvl. 1.	TX0001867423	7/15/1986
Educators Publishing Service	Recipe for reading / Frances Bloom and Nina Traub.	TX0005601629	9/11/2002
Educators Publishing Service	Recipe for reading : intervention strategies for struggling readers.	TX0006173001	3/4/2005
Educators Publishing Service	Recipe for reading sequence chart and sound cards.	TX0006242894	3/14/2005
Educators Publishing Service	Recipe for reading : workbook, 1.	TX0006118865	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 2 / Connie Russo.	TX0006213853	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 3 / by Connie Russo.	TX0006124475	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 4 / Connie Russo.	TX0006124479	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 5 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124448	3/4/2005
Educators Publishing Service	Recipe for reading, workbook 6 / by Connie Russo ; illustrated by Mary M. Geiger.	TX0006124474	3/4/2005
Educators Publishing Service	Recipe for reading : workbook 7.	TX0006211637	4/1/2005
Educators Publishing Service	Recipe for reading : workbook 8.	TX0006211706	4/1/2005
Educators Publishing Service, a division of School Specialty, Inc.	Rescue dogs et al.	TX0007038300	9/3/2009
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : bk. 3.	TX0006148033	12/23/2004
Educators Publishing Service	Right into reading : a phonics-based reading and comprehension program : teacher's key, bk. 3.	TX0006211704	4/1/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Roberto Clemente.	TX0006421026	8/16/2006
Educators Publishing Service	Search and sort : discovering patterns in sounds, letters and words / Katherine Scrapper.	TX0005612966	9/9/2002
Educators Publishing Service	Senior precis practice pad : with examples taken from the essay type examinations formerly issued by the C. C. C. B., M. I. T., and Regents English examinations / by Paul W. Lehmann.	TX0002069179	2/11/1986
Educators Publishing Service	Shane.	TX0006332457	5/5/2006
Educators Publishing Service	Skating day.	TX0006332451	5/5/2006
Educators Publishing Service	Slingerland screening for identifying children with specific language disability : form A, B, C and teacher's manual.	TX0006173289	3/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Are Often Confused Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080673	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	Some Words Have Greek Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080649	5/14/2009
Educators Publishing Service, a division of School Specialty, Inc.	SOME WORDS Have Latin Word Parts Rebecca Sitton's Vocabulary Mini-Course Series for Upper Grade Wordsmiths.	TX0007080633	5/14/2009
Educators Publishing Service	Sound workbook : 1.	TX0001501243	1/30/1985
Educators Publishing Service	Specific dyslexia and other development problems in children : a synopsis / Lucius Waites.	TX0002724883	1/5/1990
Educators Publishing Service	Specific dyslexia and other developmental problems in children : a synopsis / Lucius Waites.	TX0002778894	2/22/1990
Educators Publishing Service, Inc.	Spellbound : phonic reading & spelling / Elsie T. Rak.	TX0005093910	11/16/1999
Educators Publishing Service	Spelling dictionary for beginning writers / by Gregory Hurray.	TX0002250994	2/9/1988
Educators Publishing Service, Inc.	Spellwell : book A / Nancy Hall.	TX0004051343	10/26/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE decodable readers : set 1A.	TX0006496459	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 2A.	TX0006496409	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 2B.	TX0007056957	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 3A.	TX0006496457	1/9/2007
Educators Publishing Service, a division of School Specialty, Inc.	SPIRE Decodable Readers Set 3B.	TX0007056302	9/3/2009
Educators Publishing Service	SPIRE decodable readers : set 4A.	TX0006496411	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 5A.	TX0006496412	1/9/2007
Educators Publishing Service	SPIRE decodable readers : set 6A.	TX0006496410	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491884	1/9/2007
Educators Publishing Service	SPIRE initial placement assessment.	TX0006491885	1/9/2007
Educators Publishing Service	SPIRE—level 1 blackline master.	TX0006173140	3/4/2005
Educators Publishing Service	SPIRE level 1 reader / Sheila Clark-Edmands.	TX0006124477	3/4/2005
Educators Publishing Service	SPIRE—level 1 teacher's guide.	TX0006173141	3/4/2005
Educators Publishing Service	SPIRE level 2 blackline master.	TX0006149875	3/4/2005
Educators Publishing Service	SPIRE : level 2 teacher's guide / Sheila Clark-Edmands.	TX0006173291	3/4/2005
Educators Publishing Service	SPIRE : level 2, workbook.	TX0006367773	3/4/2005
Educators Publishing Service	SPIRE level 3 blackline master. / Sheila Clark-Edmands.	TX0006124478	3/4/2005
Educators Publishing Service	SPIRE : level 3, reader.	TX0006118866	3/4/2005
Educators Publishing Service	SPIRE : level 3 teacher's guide / Sheila Clark-Edmands.	TX0006173292	3/4/2005
Educators Publishing Service	SPIRE : level 3, workbook.	TX0006118864	3/4/2005
Educators Publishing Service	SPIRE : level 4 blackline master / Sheila Clark-Edmands.	TX0006173290	3/4/2005
Educators Publishing Service	SPIRE : level 4 : teacher's guide.	TX0006118881	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	SPIRE level 4 workbook / Sheila Clark-Edmands.	TX0006124476	3/4/2005
Educators Publishing Service	SPIRE : level 5 blackline master.	TX0006211690	4/1/2005
Educators Publishing Service	SPIRE : level 5 reader.	TX0006211693	4/1/2005
Educators Publishing Service	SPIRE : level 5 teacher's guide.	TX0006211636	4/1/2005
Educators Publishing Service	SPIRE : level 5 workbook.	TX0006211691	4/1/2005
Educators Publishing Service	SPIRE : level 6 blackline master.	TX0006299838	1/6/2006
Educators Publishing Service	SPIRE : level 6 reader.	TX0006299841	1/6/2006
Educators Publishing Service	SPIRE : level 6 teacher's guide.	TX0006299837	1/6/2006
Educators Publishing Service	SPIRE : level 6 workbook.	TX0006299842	1/6/2006
Educators Publishing Service	SPIRE : level 7 reader.	TX0006493326	1/9/2007
Educators Publishing Service	SPIRE : level 7 teacher's guide.	TX0006493317	1/9/2007
Educators Publishing Service	SPIRE level 8 blackline master.	TX0006491880	1/9/2007
Educators Publishing Service	SPIRE level 8 reader.	TX0006491883	1/9/2007
Educators Publishing Service	SPIRE level 8 teacher's guide.	TX0006491879	1/9/2007
Educators Publishing Service	SPIRE level 8 word cards : SPIRE.	TX0006378753	6/30/2006
Educators Publishing Service	SPIRE level 8 workbook.	TX0006491882	1/9/2007
Educators Publishing Service	SPIRE phonogram cards levels 1-5.	TX0006421025	8/16/2006
Educators Publishing Service	SPIRE : small letter cards : levels 1-5.	TX0006209169	8/3/2005
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250531	2/9/1988
Educators Publishing Service	Starting comprehension : stories to advance reading & thinking / Ann L. Staman.	TX0002250532	2/9/1988
Educators Publishing Service	Starting comprehension—stories to advance reading & thinking : starting phonetically 4 / Ann L. Staman.	TX0002253169	2/9/1988

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 1 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005788692	4/9/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 / by Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005637567	10/24/2002
Educators Publishing Service	Stepping stones : a path to critical thinking : bk. 3 : teacher's guide / by Vera Schneider ; ill. by Ruth Linstromberg.	TX0005696362	2/24/2003
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0000193865	8/31/1978
Educators Publishing Service	Story of western civilization : bk. IV, the Renaissance / by Alan W. Riese.	TX0003135672	6/26/1991
Educators Publishing Service	Success stories 2 : 60 phonetically structured stories / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253171	2/9/1988
Educators Publishing Service	Success stories 2 : teaching manual / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0002253170	2/9/1988
Educators Publishing Service	Supplementary reading practice to accompany MTA reading and spelling kit 6 / masters by wordcrafters Janna Adair, Jill Davidson, Beverly Graham ... [et al.] ; teaching instructions Karen Saint Amour.	TX0003159633	9/10/2001
Educators Publishing Service	Surveys of problem-solving & educational skills : record form / developed under the direction of Lynn J. Meltzer.	TX0002052660	4/27/1987
Educators Publishing Service	Syllable plus : a game to teach syllable types : teacher's guide and answer key / Joan Mencke Stoner.	TX0001501982	1/30/1985
Educators Publishing Service	Teacher's guide for the paragraph : bk 3, writing expo paragraphs / Dianne Tucker-LaPlount.	TX0006083200	12/23/2004
Educators Publishing Service, Inc.	Teacher's script to accompany Alphabetic phonics 2 : a basic language curriculum for phonics, reading, writing, and spelling.	TX0000659557	4/1/1981

<u>Claimant</u>	<u>Title</u>	<u>Reg Number</u>	<u>Reg Date</u>
Educators Publishing Service	Ten essential vocabulary strategies, answer key for books 1-5.	TX0006261167	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : bk. 1 : practice for success on standardized tests / Lee Mountain.	TX0005914660	2/17/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 4 / Lee Mountain.	TX0006018744	8/30/2004
Educators Publishing Service	Ten essential vocabulary strategies : bk. 5.	TX0006261168	3/4/2005
Educators Publishing Service	Ten essential vocabulary strategies : practice for success on standardized tests : bk. 2 / Lee Mountain.	TX0005989439	6/4/2004
Educator's Publishing Service	Test book for Wordly wise 3000 : bk. 1.	TX0005612970	9/9/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 2.	TX0005637568	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 3.	TX0005612971	9/9/2002
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 4.	TX0005560051	9/18/2002
Educators Publishing Service	Test book for wordly wise 3000 : bk. 5.	TX0005637569	10/24/2002
Educators Publishing Service	Test book for Wordly wise 3000 : bk. 6.	TX0005700461	2/24/2003
Educators Publishing Service	Test book for Wordly Wise 3000 : bk. 7.	TX0005744781	5/14/2003
Educators Publishing Service, Inc.	Test book for wordly wise 3000 : bk. A.	TX0005578773	6/26/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book B.	TX0005612973	9/9/2002
Educators Publishing Service	Test book for Wordly wise 3000 : book C.	TX0005612974	9/9/2002
Educators Publishing Service	Test book for Worldly Wise 3000, book 8.	TX0005742334	6/21/2003
Educators Publishing Service	Test book for Worldly wise book 9 / written by Cynthia and Drew Johnson.	TX0005821902	10/24/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 1 / written by Robin Raymer ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915230	2/10/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 2 / written by Lorraine Sintetos ; editor, Theresa Trinder, managing editor, Sheila Neylon.	TX0005915231	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 3 / written by Lorraine Sintetos ; editor, Stacy L. Nichols, managing editor, Sheila Neylon.	TX0005915232	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 4 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915227	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 5 / written by Robin Raymer ; editor, Stacey L. Nichols, managing editor, Sheila Neylon.	TX0005915228	2/10/2004
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 6 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895723	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. 7 / written by Cynthia and Drew Johnson ; editor, Jen Noon, managing editor, Sheila Neylon.	TX0005895724	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. A.	TX0005895727	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. B.	TX0005895726	12/22/2003
Educators Publishing Service	Test booklet for Wordly wise 3000 : bk. C.	TX0005895725	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 8 / written by Cynthia and Drew Johnson.	TX0005887652	12/22/2003
Educators Publishing Service	Test booklet for Wordly Wise 3000 book 9 / written by Cynthia and Drew Johnson.	TX0005887651	12/22/2003
Educators Publishing Service	Uncle Paul's cane.	TX0006332459	5/5/2006
Educators Publishing Service	Vocabulary from classical roots : bk. 4.	TX0006491881	1/9/2007
Educators Publishing Service	Vocabulary from classical roots : bk. 6 : teacher's guide and answer key.	TX0006420239	8/16/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Vocabulary from classical roots : C / Norma Fifer, Nancy Flowers.	TX0002707174	12/13/1989
Educators Publishing Service	Wallet in the woods.	TX0006447432	6/12/2006
Educators Publishing Service	When hens shop.	TX0006358156	5/5/2006
Educators Publishing Service, Inc.	Wilson expanded syntax program : teacher's manual / Mary Sweig Wilson.	TX0000252292	4/16/1979
Educators Publishing Service	Wordly wise 3000 : bk. 1, concept cards and picture cards.	TX0006505577	1/9/2007
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004504280	3/7/1997
Educators Publishing Service	Wordly Wise 3000 Book 1 and Teacher's Resource Book.	TX0006829412	9/28/2007
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 10 Audio Recordings.	SR0000645711	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 2 Audio Recordings.	SR0000645710	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 3 Audio Recordings.	SR0000645716	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 4 Audio Recordings.	SR0000645714	1/14/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 9 Audio Recordings.	SR0000645709	1/14/2010
Educators Publishing Service	Wordly Wise 3000 Book K and Teacher's Resource Book.	TX0006829336	9/28/2007
Educators Publishing Service	Wordly Wise 3000.com.	TX0007128213	8/31/2009
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10.	TX0006829337	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 10 Teacher's Resource Book.	TX0006829505	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11.	TX0006829341	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 11 Teacher's Resource Book.	TX0006829491	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12.	TX0006829511	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 12 Teacher's Resource Book.	TX0006829499	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2.	TX0006829353	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 2 Teacher's Resource Book.	TX0006829492	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 3.	TX0006829327	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4.	TX0006829352	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 4 Teacher's Resource Book.	TX0006829496	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5.	TX0006829334	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 5 Teacher's Resource Book.	TX0006829503	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6.	TX0006829333	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 6 Teacher's Resource Book.	TX0006829501	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7.	TX0006829331	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 7 Teacher's Resource Book.	TX0006829497	1/3/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8.	TX0006829328	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 8 Teacher's Resource Book.	TX0006829512	9/28/2007

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9.	TX0006829355	9/28/2007
Educators Publishing Service	Wordly Wise 3000 Second Edition Book 9 Teacher's Resource Book.	TX0006829510	9/28/2007
Educators Publishing Service	Wordly wise quickquiz.	TX0002767827	3/2/1990
Educators Publishing Service	Wordly wise readers : series A.	TX0001504309	1/25/1985
Educators Publishing Service	Wordly wise reading with writing and comprehension exercises : bk. 1[-2] / Kenneth Hodkinson.	TX0002526176	3/15/1989
Educators Publishing Service	Words are wonderful, an interactive approach to vocabulary : bk. 1 tests / Dorothy Grant Hennings ; lesson test written by Mark Lyons.	TX0005713988	4/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 2 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005836551	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 3 / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005989443	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : bk. 4 : teacher's guide.	TX0006289616	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 3 tests / Dorothy Grant Hennings.	TX0005989354	6/4/2004
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary : book 4.	TX0006289618	8/3/2005
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for bk. 2 / Dorothy Grant Hennings.	TX0005821879	10/24/2003
Educators Publishing Service	Words are wonderful : an interactive approach to vocabulary tests for book 4.	TX0006289617	8/3/2005
Educators Publishing Service	Words are wonderful : bk. 1 : an interactive approach to vocabulary / Dorothy Grant Hennings.	TX0006211214	3/20/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Words are wonderful : bk. 3 : an interactive approach to vocabulary / Dorothy Grant Hennings ; ill. by John L. Garcia.	TX0005914664	2/17/2004
Educators Publishing Service	Words are wonderful : bk. A and tests for bk. A.	TX0006420245	8/16/2006
Educators Publishing Service,	Worldly wise 3000 : bk. C / Kenneth Hodkinson & Sandra Adams.	TX0005578776	5/17/2002
Educators Publishing Service	Worldly Wise 3000 Second Edition Book 3 Teacher's Resource Book.	TX0006829490	9/28/2007
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 1-5.	TX0005821878	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books 6-9.	TX0005821876	10/24/2003
Educators Publishing Service	Worldly wise 3000 teacher's guide for books A, B & C.	TX0005821877	10/24/2003
Educators Publishing Service	Worldly Wise 3000 book K concept cards and picture cards.	TX0006501087	1/9/2007
Educators Publishing Service	Write about me / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914669	2/17/2004
Educators Publishing Service	Write about my world / Elsie S. Wilmerding ; ill. by George Ulrich.	TX0005914661	2/17/2004
Educators Publishing Service, Inc.	Writing skills : bk. 2 / Diana Hanbury King.	TX0006083206	12/23/2004
Educators Publishing Service, Inc.	Writing skills : bk. 3 / Diana Hanbury King.	TX0005578777	5/17/2002
Educators Publishing Service	Writing skills : teacher's handbook / Diana Hanbury King.	TX0005989442	6/4/2004
Educators Publishing Service, a division of School Specialty, Inc.	A Red Sash, et al.	TX0007035790	9/3/2009
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set A.	SR0000651606	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set B.	SR0000651605	3/25/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set C.	SR0000651607	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Handprints Audio Recordings, Storybook Set D.	SR0000651608	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Comprehension Workbook 6.	TX0007124841	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6 Blackline Masters.	TX0007019620	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Set 6 Storybooks.	TX0007124783	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Practice Book.	TX0007166870	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Sitton Kindergarten Literacy and Word Skills Sourcebook for Teachers.	TX0007166891	3/25/2010
Educators Publishing Service, a division of School Specialty, Inc.	Storybooks 6.	SR0000647962	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 11 Audio Recordings.	SR0000648553	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 12.	SR0000648555	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 5.	SR0000648554	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 6.	SR0000649243	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 7.	SR0000648552	1/11/2010
Educators Publishing Service, a division of School Specialty, Inc.	Wordly Wise 3000 Book 8.	SR0000648556	1/11/2010
Educators Publishing Service	30 roots to grow on : a teacher's guide for the development of vocabulary / Carol Murray and Jenny Munro.	TX0002707275	12/13/1989
Educators Publishing Service, Inc.	Alphabet series.	SR0000311249	4/9/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Alphabet series / compiled by Frances Bloom ; illustrated by Mary Geiger ; stories by Frances Bloom, Deborah Coates, Mary Geiger ... [et al.]	TX0005504305	4/9/2002
Educators Publishing Service, Inc.	Alphabetic phonics : workbook 1.	TX0004446500	12/16/1996
Educators Publishing Service, Inc.	Alphabetic phonics. Workbook 1. By Georgie Green.	RE0000701592	4/10/1995
Educators Publishing Service, Inc.	Alphadeck guide : 21 letter-card games in alphabetizing, phonics, and spelling skills / by Karen Barriere.	TX0001005848	10/15/1982
Educators Publishing Service, Inc.	America becomes a giant / by Franklin Escher, Jr.	TX0003444588	12/17/1992
Educators Publishing Service	Analogies : 1 / Arthur Liebman.	TX0002759193	2/23/1990
Educators Publishing Service	Analogies 2 / Arthur Liebman.	TX0002707212	12/13/1989
Educator's Publishing Service, Inc.	Analogies 3 : 8 vocabulary and 4 analogy quizzes / Arthur Liebman.	TX0002250609	2/9/1988
Educators Publishing Service, Inc.	Association method drop drill flip book : nonsense syllable practice based on selected Northampton symbols / contributors, Daphne Cornett, Maureen K. Martin.	TX0005504384	4/9/2002
Educators Publishing Service, Inc.	Attack math : addition 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440549	11/5/1984
Educators Publishing Service	Attack math : addition 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510858	1/30/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681559	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681562	10/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001681563	10/25/1985
Educators Publishing Service	Attack math : arithmetic tasks to advance computational knowledge : division, [book] 2 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001588498	5/21/1985
Educators Publishing Service	Attack math : division 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510860	1/30/1985
Educators Publishing Service	Attack math : multiplication 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001510859	1/30/1985
Educators Publishing Service, Inc.	Attack math : subtraction 1 / Carole Greenes, George Immerzeel, Linda Schulman, Rika Spungin.	TX0001440550	11/5/1984
Educators Publishing Service [sic]	Beginning paragraph meaning / Joanne Carlisle.	TX0002055602	4/27/1987
Educators Publishing Service, Inc.	Beginning reasoning & reading / Joanne Carlisle.	TX0005563746	6/17/2002
Educators Publishing Service	Beginning reasoning skills / Joanne Carlisle.	TX0002072302	4/27/1987
Educators Publishing Service, Inc.	Beyond the code : book 2 / Nancy M. Hall ; illustrated by Hugh Price.	TX0005418389	4/13/2001
Educators Publishing Service, Inc.	Beyond the code : comprehension and reasoning skills : bk. 3 / Nancy M. Hall ; illustrated by Hugh Pirce and Alan Price.	TX0005342658	8/2/2001
Educators Publishing Service, Inc.	Bird watch / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989450	6/21/2004
Educators Publishing Service, Inc.	Bookwise : a literature guide [by] Barbara Moross, Sonia Landes, Molly Flender, The Phantom Tollbooth. / written by Norton Juster ; illustrated by Jules Feiffer.	TX0005091729	11/16/1999

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Building language skills : readiness for reading : book A / Lida Helson and Ahna Fiske.	TX0000168802	12/26/1978
Educators Publishing Service, Inc.	Building language skills : teacher's guide / by Lida Helson and Ahna Fiske.	TX0000223233	3/16/1979
Educators Publishing Service, Inc.	Building mathematical thinking : bk. 3 : skinny concepts / Marsha Stanton.	TX0005505221	4/9/2002
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts : bk. 1 / Marsha Stanton.	TX0005453838	9/4/2001
Educators Publishing Service, Inc.	Building mathematical thinking : skinny concepts, bk. 2 / Marsha Stanton.	TX0005204105	7/27/2000
Educators Publishing Service, Inc.	Charlotte's web : a literature guide / Sonia Landes, 1925-, and Molly Flender, 1935-.	TX0005093770	11/16/1999
Educators Publishing Service, Inc.	Clancy races / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994319	6/21/2004
Educators Publishing Service, Inc.	Classroom strategies to aid the disabled learner : with glossary / Jean Abbott.	TX0000206533	3/16/1979
Educators Publishing Service, Inc.	Code cards : key word picture and letter cards for explode the code 1 to 3 1/2 / Nancy Hall, Dawn Towle.	TX0004030257	4/18/1995
Educators Publishing Service, Inc.	Colt for Jenny / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989448	6/21/2004
Educators Publishing Service, Inc.	Composition 1 / Sara Hickman.	TX0001104556	1/13/1983
Educators Publishing Service, Inc.	Composition : book 3.	TX0001315807	4/4/1984
Educators Publishing Service, Inc.	Composition : book II / Sara Hickman.	TX0000223235	3/19/1979
Educators Publishing Service, Inc.	Composition : book III / Sara Hickman.	TX0000223236	3/19/1979
Educators Publishing Service, Inc.	Computation basics : book 1 / by Janet A. Alford and Lynda R. Solms.	TX0000584747	11/24/1980
Educators Publishing Service, Inc.	Computation basics : book 5 / by Janet A. Alford and Lynda R. Solms.	TX0001220396	10/6/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Daily phonics lessons : folding mini workbooks / Lori Bloom, Norma Childs, Judith Erickson, Linda Gray.	TX0005476786	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 3 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504336	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 4 / Rob Frieske, Par Healy, Deborah Howe ... [et al.]	TX0005504338	4/9/2002
Educators Publishing Service, Inc.	Daily supplement : activities for cross-curriculum review, grade 5 / Rob Frieske, Pat Healy, Deborah Howe, Jan Oberg, Judy Pavlicek, Pat Rainholt, Mike Smith.	TX0005612972	9/9/2002
Educators Publishing Service	Developmental variation and learning disorders / Melvin D. Levine ; with an appendix by Betty N. Gordon and Martha S. Reed.	TX0002249366	2/9/1988
Educators Publishing Service	Dyslexia training program / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002250528	2/9/1988
Educators Publishing Service, Inc.	Dyslexia training program—progress measurements, schedules I, II, and III : student's book / Mary Baertch Rumsey.	TX0003321738	5/20/1992
Educators Publishing Service	Dyslexia training program : the alphabet, spelling exercises, and review of schedule III / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0002712008	12/11/1989
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. A / Jane Ervin.	TX0005563743	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. B / Jane Ervin.	TX0005563776	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : bk. D / Jane Ervin ; illustrated by Anne Lord.	TX0005585784	6/17/2002
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book A / by Jane Ervin.	TX0000929727	5/13/1982

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Early reading comprehension in varied subject matter : book B[-C] : literature, the arts, social studies, science, general topics, logical thinking, mathematics / by Jane Ervin ; [illustrated by George Phillips]	TX0001004405	10/28/1982
Educators Publishing Service	Elements of clear thinking : accurate communication / by William F. McCart.	TX0001503606	1/25/1985
Educators Publishing Service, Inc.	Elements of clear thinking : critical reading.	TX0001453984	11/5/1984
Educators Publishing Service, Inc.	Elements of clear thinking : sound reasoning / by William F. McCart.	TX0001172898	8/8/1983
Educators Publishing Service, Inc.	Ella / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995356	6/21/2004
Educators Publishing Service, Inc.	Energy horizons : book 1, Energy sources / by Christina G. Miller and Louise A. Berry ; [illustrated by Melinda Vinton].	TX0001063640	1/12/1983
Educators Publishing Service, Inc.	Energy horizons : book 2, electrical energy / by Christine G. Miller and Louise A. Berry ; [illustrated by Anne Lord]	TX0001375285	7/6/1984
Educators Publishing Service, Inc.	Energy horizons : teacher's guide / by Christina G. Miller and Louise A. Berry.	TX0001220397	10/6/1983
Educators Publishing Service, Inc.	English elements : bk. 1 / Arthur Liebman.	TX0004493516	3/7/1997
Educators Publishing Service, Inc.	English elements : bk. 1, quizzes / Arthur Leibman.	TX0004650123	10/17/1997
Educators Publishing Service, Inc.	English elements : bk. 2 / Arthur Liebman.	TX0005158382	3/9/2000
Educators Publishing Service	Experimenting with numbers : a guide for preschool, kindergarten, and first grade teachers / Margaret Stern ; illustrated by John Roberts.	TX0002277916	2/9/1988
Educators Publishing Service, Inc.	Explode the code : 1 1/2 / Nancy Hall, Rena Price.	TX0001364683	6/25/1984
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price.	TX0003551080	5/11/1993

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Explode the code 1 / Nancy Hall, Rena Price ; [text ill. by Alan Price and Laura Price].	TX0001374905	7/6/1984
Educators Publishing Service, Inc.	Explode the code : 2.	TX0001454067	11/5/1984
Educators Publishing Service, Inc.	Explode the code 2 1/2 / Nancy Hall, Rena Price.	TX0003918334	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0003918305	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 2 / Nancy Hall, Rena Price ; text ill. by Laura Price and Alan Price.	TX0002718356	10/30/1989
Educators Publishing Service, Inc.	Explode the code : 3.	TX0001454068	11/5/1984
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0005585782	6/17/2002
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price.	TX0003585124	8/2/1993
Educators Publishing Service, Inc.	Explode the code 3 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0000835245	12/7/1981
Educators Publishing Service, Inc.	Explode the code 3 / Nancy Hall, Rena Price.	TX0003918332	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler].	TX0003345488	6/18/1992
Educators Publishing Service	Explode the code : 4 1/2 / Nancy Hall, Rena Price ; [text ill. by Andrew Mockler]	TX0001009218	11/4/1982
Educators Publishing Service, Inc.	Explode the code : 4 1/2 / Nancy M. Hall, Rena Price.	TX0005563777	6/17/2002
Educators Publishing Service, Inc.	Explode the code 4 / Nancy Hall, Rena Price.	TX0003918333	10/20/1994
Educators Publishing Service	Explode the code : 4 / Nancy Hall, Rena Price.	TX0001503573	1/25/1985
Educators Publishing Service, Inc.	Explode the code : 4 / Nancy M. Hall, Rena Price.	TX0005563775	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Explode the code : 5 1/2 / Nancy M. Hall.	TX0005563779	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 5 / Nancy Hall, Rena Price.	TX0005565755	6/17/2002
Educators Publishing Service	Explode the code : 5 / Nancy Hall, Rena Price ; [ill. by Laura Price and Alan Price]	TX0001503531	1/25/1985
Educators Publishing Service, Inc.	Explode the code 6 / Nancy Hall, Rena Price.	TX0003918331	10/20/1994
Educators Publishing Service, Inc.	Explode the code : 6 / Nancy M. Hall, Rena Price.	TX0005563778	6/17/2002
Educators Publishing Service, Inc.	Explode the code : 7 / Nancy Hall, Rena Price.	TX0005565754	6/17/2002
Educators Publishing Service, Inc.	Explode the code, 8 / Nancy Hall, Rena Price.	TX0005599906	6/17/2002
Educators Publishing Service, Inc.	Explode the code : [book] 5 / Nancy Hall, Rena Price ; [text ill. by Laura Price and Alan Price].	TX0000196155	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 6 / Nancy Hall, Rena Price.	TX0000196154	8/31/1978
Educators Publishing Service, Inc.	Explode the code : [book] 7 / Nancy Hall, Rena Price ; [text ill. by Alan Price, Laura Price, Andrew Mockler, and Meg Rosoff].	TX0000441345	3/11/1980
Educators Publishing Service, Inc.	Explode the code : [book] 8 / Nancy Hall, Rena Price.	TX0001364682	6/25/1984
Educators Publishing Service, Inc.	Fisher-Landau early childhood screening (FLECS)	TX0004242753	3/15/1996
Educators Publishing Service, Inc.	Fractions 1[-3] / Dawny Gershkowitz.	TX0001681567	10/25/1985
Educators Publishing Service, Inc.	Fractions 4 : multiplication and division / Dawny Gershkowitz.	TX0003069071	5/17/1991
Educators Publishing Service, Inc.	From the mixed-up files of Mrs. Basil E. Frankweiler, written and illustrated by E. L. Konigsburg / Christine Doyle Francis.	TX0005358475	4/13/2001
Educators Publishing Service, Inc.	Get Dad lost / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995357	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Gillingham manual : remedial training for students with specific disability in reading, spelling, and penmanship / Anna Gillingham, Bessie W. Stillman.	TX0005370833	4/13/2001
Educators Publishing Service, Inc.	Guide for teaching poetry in three dimensions : reading, writing and critical thinking through poetry : bk. 1 / by Carol Clark and Alison Draper.	TX0005505903	4/9/2002
Educators Publishing Service, Inc.	Hatchet [by] Gary Paulsen / Jon C. Stott.	TX0005358477	4/13/2001
Educators Publishing Service, Inc.	Helping kids write : a practical guide for teaching children to express themselves on paper : for grades 5-8 / by Sarah Bayne.	TX0000460212	4/10/1980
Educators Publishing Service, Inc.	Improving composition through a sentence study of grammar and usage : teaching guide and answer key / by Carol Compton.	TX0000137800	10/30/1978
Educators Publishing Service, Inc.	It's elementary! : 230 math word problems : bk. A / M. J. Owen.	TX0005430358	8/2/2001
Educators Publishing Service, Inc.	It's elementary! 275 math word problems : bk. 1 / M. J. Owen.	TX0005158383	3/9/2000
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 2 / M. J. Owen.	TX0005370823	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : 275 math word problems : bk. 3 / M. J. Owen.	TX0005370822	4/13/2001
Educators Publishing Service, Inc.	It's elementary! : reasoning, estimating, and rounding : a companion to It's elementary! 275 math word problems / M. J. Owen.	TX0005370831	4/13/2001
Educators Publishing Service, Inc.	Josh, the collector / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994320	6/21/2004
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1. By Earl F. Wood.	RE0000555486	12/6/1991

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 1: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662207	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises. Bk. 2: teacher's guide. Text: Earl F. Wood, -1960.	RE0000662206	1/10/1994
Educators Publishing Service, Inc.	Junior English review exercises : book 1 / by Earl F. Wood.	TX0000151565	10/30/1978
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0001446524	11/5/1984
Educators Publishing Service, Inc.	Junior English review exercises : book II / by Earl F. Wood.	TX0000366871	11/19/1979
Educators Publishing Service, Inc.	Junior vocabulary builder. By Austin Melvin Works.	RE0000060027	12/5/1979
Educators Publishing Service, Inc.	Just write : an elementary writing sourcebook : bk. 1 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0005509227	4/9/2002
Educators Publishing Service, Inc.	Just write : creativity and craft in writing : bk. 3 / Elsie S. Wilmerding, Alexandra S. Bigelow ; ill. by George Ulrich.	TX0006005940	8/10/2004
Educators Publishing Service, Inc.	Justin's house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989446	6/21/2004
Educators Publishing Service, Inc.	Key word clues : the riddle deck / by Beverly Graham.	TX0003849249	9/9/1994
Educators Publishing Service, Inc.	Keyboarding skills : all grades / Diana Hanbury King.	TX0002072304	4/27/1987
Educators Publishing Service, Inc.	Kids and critters / written by Barbara Sokolski ; illustrated by Jeannie Donovan.	TX0003673261	12/3/1993
Educators Publishing Service, Inc.	King Hank / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995353	6/21/2004
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts : bk. 2 / Eldra O'Neal, Beverly Wolf.	TX0002052647	4/27/1987

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Language activities to accompany A Multi-sensory approach to language arts, book 2 : teaching manual / Eldra O'Neal, Beverly Wolf.	TX0002052994	5/1/1987
Educators Publishing Service, Inc.	Language tool kit / by Paula D. Rome and Jean S. Osman.	TX0000752150	8/6/1981
Educators Publishing Service, Inc.	Learning grammar through writing / by Sandra M. Bell, James I. Wheeler.	TX0001374904	7/6/1984
Educators Publishing Service, Inc.	Learning to listen.	SR0000310561	4/13/2001
Educators Publishing Service, Inc.	Legends and other tales / written by Tanya Hayes Lee ; illustrated by Jeannie Donovan.	TX0003673257	12/3/1993
Educators Publishing Service, Inc.	Literacy program : Texas Scottish Rite Hospital, Dallas, Texas : student book 3-4, lessons 61-160 / Joan Keagy, Ann Sanders.	TX0003346422	6/16/1992
Educators Publishing Service, Inc.	Literature guide to Bridge to Terabithia, written by Katherine Paterson, illustrated by Donna Diamond / by Sonia Landes and Molly Flender.	TX0005148642	11/16/1999
Educators Publishing Service, Inc.	Looking into math : bk. 3 / Susan Gardner and Silvia Acosta.	TX0005872761	6/17/2002
Educators Publishing Service, Inc.	Looking into math / Cathy Feldman and Barbara Peckham.	TX0005563780	6/17/2002
Educators Publishing Service, Inc.	Looking into math : Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0005565757	6/17/2002
Educators Publishing Service, Inc.	Lunch on a raft / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995354	6/21/2004
Educators Publishing Service, Inc.	Mandy / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995352	6/21/2004
Educators Publishing Service, Inc.	Manual de ensenanza del lenguaje / by Paula D. Rome and Jean S. Osman.	TX0003526550	12/17/1992
Educators Publishing Service, Inc.	Math & writing : fourteen language arts lessons for students who like math.	TX0001315809	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Math and writing 2 : paragraphing skills for students who like math / Robert A. Pauker.	TX0002250533	2/9/1988
Educators Publishing Service, Inc.	Math investigations : bk. 1 : Ridgewood, New Jersey, Public Schools / Cathy Feldman and Barbara Peckham.	TX0004749016	4/10/1998
Educators Publishing Service, Inc.	Math investigations Ridgewood, New Jersey public schools : bk. 2 / Cathy Feldman and Barbara Peckham.	TX0004771868	4/10/1998
Educators Publishing Service, Inc.	Megawords 1 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001063639	1/12/1983
Educators Publishing Service, Inc.	Megawords 2 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001172899	8/8/1983
Educators Publishing Service, Inc.	Megawords : 3 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001364686	6/25/1984
Educators Publishing Service, Inc.	Megawords 4.	TX0003853927	12/8/1994
Educators Publishing Service	Megawords 6 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0001588499	5/21/1985
Educators Publishing Service	Megawords 8 : multisyllabic words for reading, spelling, and vocabulary / Kristin Johnson, Polly Bayrd.	TX0002250530	2/9/1988
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0003551906	5/11/1993
Educators Publishing Service, Inc.	Modern America / by Franklin Escher, Jr.	TX0000873198	2/23/1982
Educators Publishing Service, Inc.	Moon zoo / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995351	6/21/2004
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter / Jane Ervin.	TX0005370824	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 2 / Jane Ervin.	TX0005370825	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 3 / Jane Ervin.	TX0005370827	4/13/2001
Educators Publishing Service, Inc.	More reading comprehensive in varied subject matter : level 4 / Jane Ervin.	TX0005370826	4/13/2001
Educators Publishing Service, Inc.	MTA, multisensory teaching approach : 4.	TX0003551957	5/11/1993
Educators Publishing Service, Inc.	MTA : Multisensory teaching approach : reading and spelling : 6 / Margaret Taylor Smith.	TX0002931492	9/7/1990
Educators Publishing Service, Inc.	MTA program introduction / Margaret Taylor Smith.	TX0002987791	1/14/1991
Educators Publishing Service, Inc.	Multi-sensory approach to language arts for specific language disability children : bk. 1 : a guide for primary teachers / Beth H. Slingerland.	TX0004675765	10/17/1997
Educators Publshing [sic] Service	Multisensory teaching approach : alphabet and dictionary skills guide / by Edith A. Hogan and Margaret Taylor Smith.	TX0002250529	2/9/1988
Educators Publishing Service, Inc.	Multisensory teaching approach : kit 7.	TX0003574976	5/11/1993
Educators Publishing Service, Inc.	Multisensory teaching approach / Margaret Taylor Smith.	TX0002638355	2/14/1989
Educators Publishing Service, Inc.	Mystery of the missing marble / written by Tanya Auger ; illustrated by Andrew Kuan.	TX0005285009	1/18/2001
Educators Publishing Service, Inc.	Number the stars [by] Lois Lowry / Joel D. Chaston.	TX0005358476	4/13/2001
Educators Publishing Service, Inc.	Pediatric examination of educational readiness at middle childhood : Peeramid 2 : examiner's manual / developed under the direction of Melvin D. Levine.	TX0004191215	1/18/1996
Educators Publishing Service, Inc.	Peeramid 2, examiner's manual / Melvin D. Levine.	TX0004491668	3/5/1997
Educators Publishing Service, Inc.	PEEX 2 (pediatric early elementary examination) / developed under the direction of Melvin D. Levine.	TX0004170509	12/13/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	PEEX 2—pediatric early elementary examination : examiner's manual / developed under the direction of Melvin D. Levine, further developed by Melvin D. Levine and Adrian D. Sandler.	TX0004760199	4/10/1998
Educators Publishing Service, Inc.	PEEX II : the pediatric early elementary examination : examiner's guidelines.	TX0003280801	3/20/1992
Educators Publishing Service, Inc.	Phil the flea / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989453	6/21/2004
Educators Publishing Service, Inc.	Phonetic primers / by Carolyn Smith ; [illustrated by Suzanne Sugar].	TX0000379636	12/6/1979
Educators Publishing Service, Inc.	Phonics drill cards update deck.	TX0004817023	4/10/1998
Educators Publishing Service, Inc.	Phonics drill cards with pictures for reading and spelling.	TX0004766616	4/10/1998
Educators Publishing Service, Inc.	Phonogram, suffix, and prefix strips for classroom use.	TX0003685823	12/3/1993
Educators Publishing Service, Inc.	Plain talk about KIDS, Kids inclined toward difficulty in school / Alice P. Thomas, editor.	TX0004193513	1/18/1996
Educators Publishing Service, Inc.	Poetry in six dimensions : teacher's guide / Carol Clark and Norma Fifer.	TX0005204036	3/9/2000
Educators Publishing Service, Inc.	Poetry in six dimentions ; 20th century voices / Carol Clark and Norma Fifer.	TX0005174978	3/9/2000
Educators Publishing Service, Inc.	Poetry in three dimensions : reading, writing, and critical thinking through poetry : bk. 1 / Carol Clark and Alison Draper.	TX0005430359	8/2/2001
Educators Publishing Service, Inc.	Pragmatic approach to the evaluation of children's performances on pre-reading screening procedures to identify first grade academic needs / Beth H. Slingerland.	TX0000379635	12/6/1979
Educators Publishing Service, Inc.	Pre-reading screening procedures and Slingerland screening tests for identifying children with specific language disability : technical manual / by Susanne P. Fulmer.	TX0000575574	10/27/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Primary analogies : bk. 2, critical and creative thinking / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004663192	11/10/1997
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking.	TX0004771869	4/10/1998
Educators Publishing Service, Inc.	Primary analogies : critical and creative thinking : bk. 1 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0004446499	12/16/1996
Educators Publishing Service, Inc.	Primary analogies—critical and creative thinking : bk. 2 : teacher's guide and answer key.	TX0004760200	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension : book 8 : in varied subject matter / by Jane Ervin.	TX0000537203	8/18/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / by Jane Ervin.	TX0004772040	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0005563742	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 1 / Jane Ervin.	TX0004660250	10/31/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / by Jane Ervin.	TX0003952637	12/8/1994
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 / Jane Ervin.	TX0005563738	6/17/2002
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 2 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752261	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 3 / by Jane Ervin.	TX0004760201	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 4 : social studies, literature, mathematics et al. / Jane Ervin.	TX0004752262	4/10/1998
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : bk. 9 / by Jane Ervin.	TX0003952635	12/8/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0001503659	1/25/1985
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 1 / Jane Ervin.	TX0000486511	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 10 : literature, combined subjects, social studies, science, the arts, philosophy, logic and language, mathematics / by Jane Ervin.	TX0001004406	10/28/1982
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 4 / Jane Ervin.	TX0000486512	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 5 / Jane Ervin.	TX0000486514	6/2/1980
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / by Jane Ervin.	TX0000738155	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 6 / Jane Ervin.	TX0004474444	1/2/1997
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 7 / by Jane Ervin.	TX0000738153	7/20/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book 9 / by Jane Ervin.	TX0000826211	12/7/1981
Educators Publishing Service, Inc.	Reading comprehension in varied subject matter : book[s] 2 [& 3] / Jane Ervin.	TX0000486513	6/2/1980
Educators Publishing Service, Inc.	Reading for content : bk. 2 / Carol Einstein.	TX0004446347	1/2/1997
Educators Publishing Service, Inc.	Reading from scratch/R F S phonics.	TX0001449034	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : RfS/workbook 1 / Dorothy VanDenHonert.	TX0001440547	11/5/1984
Educators Publishing Service, Inc.	Reading from scratch/RfS : workbook 1.	TX0004084426	8/11/1995
Educators Publishing Service	Reading from scratch : word lists and sentences for dictation / Dorothy VanDenHonert.	TX0001503572	1/25/1985
Educators Publishing Service, Inc.	Reasoning & reading : level 2 / Joanne Carlisle.	TX0005563744	6/17/2002

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / by Joanne Carlisle.	TX0001040488	1/12/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 1 / Joanne Carlisle.	TX0005585781	6/17/2002
Educators Publishing Service, Inc.	Reasoning and reading : level 1 : teacher's guide and answer key / by Joanne Carlisle.	TX0001172897	8/8/1983
Educators Publishing Service, Inc.	Reasoning and reading : level 2 / by Joanne Carlisle.	TX0001315796	4/4/1984
Educators Publishing Service, Inc.	Recipe for reading : bk. 4-6 / Connie Russo, Shirli Kohn.	TX0003453668	12/30/1992
Educators Publishing Service, Inc.	Recipe for reading workbook 2 / Connie Russo, Shirli Kohn.	TX0005495737	4/13/2001
Educators Publishing Service	Recipe for reading : workbook 3 / Connie Russo, Shirli Kohn.	TX0003071671	5/17/1991
Educators Publishing Service, Inc.	Recipe for reading : workbook 7 / Connie Russo, Shirli Kohn.	TX0003458075	12/30/1992
Educators Publishing Service	Recipe for reading workbooks : 1 / Connie Russo, Shirli Kohn.	TX0002817251	5/3/1990
Educators Publishing Service, Inc.	Return to Aztlan : a history of the Mexican American experience / by Alan Riese and Beverley W. Rodgers.	TX0000366872	11/19/1979
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 : answer key.	TX0004129993	11/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : bk. 2 / by George Libonate, Jr., with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004048746	5/30/1995
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 1 / George Libonate, Jr., with Geraldine Brunner, Deborah Burde, Marianne Williams, Theresa Wiss.	TX0003873693	8/19/1994

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004303545	5/22/1996
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 3 / George Libonate, Jr. with Gae Brunner, Deborah Burde, Marianne Williams, Terri Wiss.	TX0004504568	3/7/1997
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 4 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370829	4/13/2001
Educators Publishing Service, Inc.	Ridgewood analogies : critical and creative thinking across the curriculum : bk. 5 / Gae Brunner, Jean Schoenlank, Marianne Williams, Terri Wiss.	TX0005370830	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 1 / Nancy Bison and Terri Wiss.	TX0005370819	4/13/2000
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 2 / Nancy Bison and Terri Wiss.	TX0005370815	4/13/2001
Educators Publishing Service, Inc.	Ridgewood grammar : the language connection : bk. 3 / Nancy Bison and Terri Wiss.	TX0005510275	4/9/2002
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program / Jane Ervin.	TX0005348540	2/9/2001
Educators Publishing Service, Inc.	Right into reading : bk. 1 : a phonics-based reading comprehension program : teacher's key / Jane Ervin.	TX0005348541	2/9/2001
Educators Publishing Service, Inc.	Rights of parents and responsibilities of schools / compiled by James G. Meade.	TX0000223234	3/16/1979
Educators Publishing Service	Rules of the game : 2 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002707208	12/13/1989

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Rules of the game, 3 / Mary Page, Peter Guthrie, Sloan Sable.	TX0003979276	2/23/1995
Educator's Publishing Service, Inc.	Rules of the game : bk. 3, teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0003069072	5/17/1991
Educators Publishing Service	Rules of the game : grammar through discovery : 1 / Mary Page, Peter Guthrie, Sloan Sable.	TX0002709084	12/13/1989
Educators Publishing Service	Rules of the game : grammar through discovery : 2 : teacher's key / Mary Page, Peter Guthrie, Sloan Sable.	TX0002759191	2/23/1990
Educators Publishing Service, Inc.	Sarah, plain and tall / by Patricia MacLachlan.	TX0005086472	11/16/1999
Educators Publishing Service, Inc.	Senior English review exercises / by Earl F. Wood.	TX0000538125	8/19/1980
Educators Publishing Service, Inc.	Senior English review exercises. By Earl F. Wood.	RE0000555487	12/6/1991
Educators Publishing Service, Inc.	Senior English review exercises; teacher's guide. Text: Earl F. Wood, -1960.	RE0000662205	1/10/1994
Educators Publishing Service, Inc.	Sentence power : an approach to beginning reading / by Francee R. Sugar, Jeanette Jefferson Jansky, Martin J. Hoffman, Joan Layton, Catherine Lipkin ; edited by Virginia V. James Hlavsa.	TX0004084033	8/11/1995
Educators Publishing Service, Inc.	Sequential seasonal activities : book 2 / Eldra O'Neal, Bev Wolf.	TX0001009217	11/4/1982
Educators Publishing Service, Inc.	Situation learning : schedule I.	TX0001444214	11/5/1984
Educators Publishing Service, Inc.	Skinny concepts : teacher's journal, bk. 2 / Marsha Stanton.	TX0005200138	7/27/2000
Educators Publishing Service	Slingerland approach : an effective strategy for teaching spelling / Nancy Cushen White.	TX0002707214	12/13/1989
Educators Publishing Service, Inc.	Snake for Jake / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989452	6/21/2004

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	So many bridges / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005994318	6/21/2004
Educators Publishing Service, Inc.	Solving language difficulties : remedial routines / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0001364687	6/25/1984
Educators Publishing Service, Inc.	Solving language difficulties, remedial routines : answer key / Amey Steere, Caroline Z. Peck, Linda Kahn.	TX0004775832	4/10/1998
Educators Publishing Service, Inc.	Solving language difficulties—remedial routines. By Amey Steere, Caroline Z. Peck & Linda Kahn.	RE0000649394	1/10/1994
Educators Publishing Service, Inc.	Spell of words : teacher's manual / by Elsie T. Rak.	TX0000513996	7/14/1980
Educators Publishing Service, Inc.	Spellbinding 1, workbook of spelling exercises ; Spellbinding 2, workbook of spelling exercises / by Elsie T. Rak.	TX0000151566	5/23/1978
Educators Publishing Service, Inc.	Spelling dictionary for writers : a resource for independent writing: bk. 2 / by Gregory Hurray.	TX0005584921	5/17/2002
Educators Publishing Service, Inc.	Spelling practice guide : 1-2.	TX0003369705	8/6/1992
Educators Publishing Service, Inc.	Spellwell : bk. A / Nancy Hall.	TX0005563745	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Aa / Nancy Hall.	TX0005563741	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. AA / Nancy Hall.	TX0004191219	1/18/1996
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0005563763	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. B / Nancy Hall.	TX0004049471	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. BB / Nancy Hall.	TX0005585780	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Bb / Nancy Hall.	TX0003974732	1/9/1995
Educators Publishing Service, Inc.	Spellwell : bk. C, CC : teacher's guide and answer key / Nancy M. Hall.	TX0004761367	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005563737	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. C / Nancy Hall.	TX0005276407	9/29/2000

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy Hall.	TX0005563740	6/17/2002
Educators Publishing Service, Inc.	Spellwell : bk. Cc / Nancy M. Hall.	TX0004756099	4/10/1998
Educators Publishing Service, Inc.	Spellwell : bk. D[-DD] / Nancy Hall.	TX0005370820	4/13/2001
Educators Publishing Service, Inc.	Spellwell : bks. B Bb : teacher's guide and answer key / Nancy Hall.	TX0004048747	5/30/1995
Educators Publishing Service, Inc.	Spotless house / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005995355	6/21/2004
Educators Publishing Service	Starting over—a literacy program : a combined teaching manual and student textbook for reading, writing, spelling, vocabulary, and handwriting / Joan Knight.	TX0002057007	4/27/1987
Educators Publishing Service, Inc.	Stewart English program : bk. 1, principles plus ... : teacher's guide / Donald S. Stewart.	TX0004649165	10/17/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 2, Grammar plus ... / Donald S. Stewart.	TX0004504195	3/7/1997
Educators Publishing Service, Inc.	Stewart English program : bk. 3, Writing plus ... / Donald S. Stewart.	TX0004455737	1/2/1997
Educators Publishing Service, Inc.	Stories, skills & drills in phonetic reading, comprehension, and pattern spelling : book 1 / Mary Christmas Writer.	TX0001063642	1/12/1983
Educators Publishing Service, Inc.	Stories, skills & drills : teacher's resource manual, book 1 / Mary Christmas Writer.	TX0001001519	10/15/1982
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : bk. 1 / Karen Smith ; ill. by Julia Smith.	TX0005358479	4/13/2001
Educators Publishing Service, Inc.	Story notebook, a writer's workshop organizer : teacher's guide / Karen Smith ; ill. by Julia Smith.	TX0005358480	4/13/2001
Educators Publishing Service	Story of the U. S. A., book 1, Explorers and settlers / by Franklin Escher, Jr.	TX0001503602	1/25/1985

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Story of the U. S. A. : book 2, A Young nation solves its problems / by Franklin Escher, Jr.	TX0001440548	11/5/1994
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0001364684	6/25/1984
Educators Publishing Service, Inc.	Story of the U. S. A. : book 3, America becomes a giant / by Franklin Escher, Jr.	TX0000168803	12/26/1978
Educators Publishing Service, Inc.	Story of the USA : bk. 1, explorers and settlers : teacher's guide / Franklin Escher, Jr.	TX0003369702	8/6/1992
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems / by Franklin Escher, Jr.	TX0003724004	3/21/1994
Educators Publishing Service, Inc.	Story of the USA : bk. 2, A young nation solves its problems : teacher's guide and answer key / by Franklin Escher, Jr.	TX0004026845	1/26/1995
Educators Publishing Service, Inc.	Story of western civilization : bk. 2, Greece and Rome build great civilizations / Alan W. Riese and Herbert J. LaSalle.	TX0003993141	1/23/1995
Educators Publishing Service, Inc.	Story of western civilization : the Middle Ages : bk. 3 / by Alan W. Riese and Herbert J. LaSalle.	TX0005370817	4/13/2001
Educators Publishing Service, Inc.	Structural arithmetic III : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0003369701	8/6/1992
Educators Publishing Service	Structural arithmetic II / Margaret Stern, Toni S. Gould.	TX0002707213	12/13/1989
Educators Publishing Service	Structural arithmetic : II : teacher's guide and answer key / Margaret Stern, Toni S. Gould.	TX0002763549	2/22/1990
Educators Publishing Service, Inc.	Success stories 1 / by Elizabeth H. Butcher, Nancy A. Simonetti.	TX0000826209	12/7/1981
Educators Publishing Service, Inc.	Success stories : teacher's manual.	TX0001315808	4/4/1984
Educators Publishing Service, Inc.	Sugar scoring system for the Bender-Gestalt / Francee R. Sugar.	TX0004752052	4/10/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Surveys of problem-solving & educational skills / developed under the direction of Lynn J. Meltzer.	TX0002052648	4/27/1987
Educators Publishing Service, Inc.	Teacher's manual, Spellbound : phonic, reading & spelling / Elsie T. Rak.	TX0000738152	7/20/1981
Educators Publishing Service, Inc.	Teacher's manual to accompany Slingerland college-level screening for the identification of language learning strengths and weaknesses / Carol Murray.	TX0003121844	7/18/1991
Educators Publishing Service, Inc.	Teacher's manual to accompany the Slingerland high school level screening for the identification of language learning strengths and weaknesses / Carol Murray and Patricia Beis.	TX0003557278	5/11/1993
Educators Publishing Service, Inc.	Teaching and assessing phonics : why, what, when, how : a guide for teachers / Jeanne S. Chall, Helen M. Popp.	TX0004757457	4/10/1998
Educators Publishing Service, Inc.	Teaching and learning at home : a curriculum resource / Dorothy Burrows Johnson.	TX0004050333	4/18/1995
Educators Publishing Service, Inc.	Teaching language-deficient children : theory and application of the association method for multisensory teaching / N. Etoile DuBard, Maureen K. Martin.	TX0004028515	3/31/1995
Educators Publishing Service, Inc.	Ten essential vocabulary strategies : bk. 3 / Lee Mountain.	TX0006011205	8/10/2004
Educators Publishing Service Inc.	Test booklet for vocabulary from classical roots : E : teacher's guide and answer key.	TX0006227600	3/14/2005
Educators Publishing Service, Inc.	Tests to accompany Word attack manual / Josephine Rudd.	TX0003100467	6/28/1991
Educators Publishing Service, Inc.	Texas Scottish Rite Hospital literacy program / Joan Keagy and Ann Sanders.	TX0003208941	12/9/1991
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots D.	TX0006186031	3/14/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Text book for vocabulary from classical roots E.	TX0006186029	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots D.	TX0006186028	3/14/2005
Educators Publishing Service, Inc.	Text booklet for vocabulary from classical roots E.	TX0006186030	3/14/2005
Educators Publishing Service, Inc.	Thinking about Mac and Tab : primary phonics comprehension : workbook 1.	TX0005383654	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab : teacher's guide and answer key / Karen L. Smith.	TX0005358478	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358474	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358484	4/13/2001
Educators Publishing Service, Inc.	Thinking about Mac and Tab. / text by Karen L. Smith ; ill. by Anslie G. Philpot.	TX0005358487	4/13/2001
Educators Publishing Service, Inc.	Up in the clouds / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989449	6/21/2004
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0003704764	12/27/1993
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling / by C. Wilson Anderson, Jr.	TX0000738154	7/20/1981
Educators Publishing Service, Inc.	VAK tasks for vocabulary and spelling : [visual, auditory, kinesthetic] : teacher's manual and answer key / by C. Wilson Anderson.	TX0000928731	5/13/1982
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 1. By Austin M. Works.	RE0000555488	12/6/1991
Educators Publishing Service, Inc.	Vocabulary builder : bk. 2 / Austin M. Works.	TX0003895703	9/29/1994
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 3. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594107	3/23/1992

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary builder. Bk. 4. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	RE0000594105	3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 / by Austin M. Works. Vocabulary builder. Bk. 5. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895601 RE0000594106	9/29/1994 3/23/1992
Educators Publishing Service, Inc.	Vocabulary builder : bk. 5 : teacher's key / Austin M. Works.	TX0004129949	11/30/1995
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 6 / by Austin M. Works. Vocabulary builder. Bk. 6. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003895598 RE0000594108	9/29/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : bk. 7. Vocabulary builder. Bk. 7. By Austin M. Works, author of renewable matter: Educators Publishing Service, Inc.	TX0003945782 RE0000594109	11/21/1994 3/23/1992
Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc. Educators Publishing Service, Inc.	Vocabulary builder : book 1. Vocabulary builder : book 2. Vocabulary builder : book 4. Vocabulary builder ; book five [& six] / by Austin M. Works.	TX0001449264 TX0001375224 TX0001375223 TX0000321073	6/25/1984 7/6/1984 7/6/1984 8/8/1979
Educators Publishing Service	Vocabulary builder : book five / by Austin M. Works.	TX0001503599	1/25/1985
Educators Publishing Service, Inc.	Vocabulary builder : book four / by Austin M. Works.	TX0000406363	2/11/1980
Educators Publishing Service, Inc.	Vocabulary builder ; book one [& three] / by Austin M. Works.	TX0000321072	8/8/1979
Educators Publishing Service, Inc.	Vocabulary builder : book seven / by Austin M. Works.	TX0000406364	2/11/1980

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary builder : book six / by Austin M. Works.	TX0001440544	11/5/1984
Educators Publishing Service, Inc.	Vocabulary builder : book three / by Austin M. Works.	TX0001364681	6/25/1984
Educators Publishing Service, Inc.	Vocabulary builder : book two / by Austin M. Works.	TX0000410503	2/11/1980
Educators Publishing Service, Inc.	Vocabulary from classical roots : B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0003091507	6/26/1991
Educators Publishing Service, Inc.	Vocabulary from classical roots, B : tests / Norma Fifer, Stephen Weislogel.	TX0005085641	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. A : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180054	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. A : tests / Norma Fifer, Stephen Weislogel.	TX0005093772	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. B : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180052	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180055	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. C : tests / Norma Fifer, Stephen Weislogel.	TX0005093768	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from Classical roots : bk. D : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0006180053	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. D : tests / Norma Fifer, Stephen Weislogel.	TX0005093771	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots, book A answer key.	TX0006166577	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book C answer key.	TX0006166576	3/14/2005
Educators Publishing Service, Inc.	Vocabulary from classical roots, book E answer key.	TX0006166578	3/4/2005

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : C : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0002759192	2/23/1990
Educators Publishing Service, Inc.	Vocabulary from classical roots, D / Norma Fifer, Nancy Flowers.	TX0003979275	1/23/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots : E / Norma Fifer, Nancy Flowers.	TX0003872481	6/23/1994
Educators Publishing Service, Inc.	Vocabulary from classical roots : E : teacher's guide and answer key / Norma Fifer, Nancy Flowers.	TX0004048753	5/30/1995
Educators Publishing Service, Inc.	Vocabulary from classical roots E : tests / Norma Fifer, Stephen Weislogel.	TX0005089410	11/16/1999
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0005563739	6/17/2002
Educators Publishing Service, Inc.	Vocabulary from classical roots / Norma Fifer, Nancy Flowers.	TX0003407946	9/18/1992
Educators Publishing Service, Inc.	Wally Walrus / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989447	6/21/2004
Educators Publishing Service, Inc.	Well-told tales : distinguished children's books with activities for reading and language development / Carolyn Henderson.	TX0003558440	5/25/1993
Educators Publishing Service, Inc.	Winston grammar program : basic level : student's workbook / Paul R. Erwin.	TX0003282007	3/30/1992
Educators Publishing Service, Inc.	Witty word play / by Frances Bloom and Mary M. Geiger ; illustrated by Mary M. Geiger.	TX0005989451	6/21/2004
Educators Publishing Service, Inc.	Word elements : how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0004084032	8/11/1995
Educators Publishing Service, Inc.	Word elements—how they work together / by Alan W. Riese and Herbert J. LaSalle.	TX0000929560	5/13/1982
Educators Publishing Service, Inc.	Word elements : how they work together : teacher's manual / by Alan W. Riese and Herbert J. LaSalle.	TX0001037216	1/12/1983

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 1 / Kenneth Hodkinson, Sandra Adams.	TX0004504193	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004236757	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 3 / Kenneth Hodkinson, Sandra Adams.	TX0004504194	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004217315	3/15/1996
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 4 / Kenneth Hodkinson, Sandra Adams.	TX0004493517	3/7/1997
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 7 / Kenneth Hodkinson, Sandra Adams.	TX0005364311	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 8 / Kenneth Hodkinson, Sandra Adams.	TX0005364312	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. 9 / Kenneth Hodkinson, Sandra Adams.	TX0005370821	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : bk. A / by Kenneth Hodkinson and Sandra Adams.	TX0005370832	4/13/2001
Educators Publishing Service, Inc.	Wordly wise 3000 : vocabulary workbooks for grades 4-12, sample lessons for grades 4-8 / Kenneth Hodkinson, Sandra Adams.	TX0004772045	4/10/1998
Educators Publishing Service, Inc.	Wordly wise. Bk. 1-2. By Kenneth Hodkinson and Joseph Ornato.	RE0000701594	4/10/1995
Educators Publishing Service, Inc.	Wordly wise : bk. 1 / Kenneth Hodkinson & Joseph G. Ornato.	TX0003952634	12/8/1994
Educators Publishing Service, Inc.	Wordly wise : book 1 [& 2] : teacher's key / by Kenneth Hodkinson & Joseph G. Ornato.	TX0000321074	8/2/1979
Educators Publishing Service, Inc.	Wordly wise : book 1, [4 & 6] / Kenneth Hodkinson & Joseph G. Ornato.	TX0001210393	10/6/1983
Educators Publishing Service, Inc.	Wordly wise : book 2.	TX0001315805	4/4/1984
Educators Publishing Service, Inc.	Wordly wise : book 3.	TX0001315806	4/4/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Wordly wise : book 5 / Kenneth Hodkinson & Joseph G. Ornato.	TX0001232317	9/2/1983
Educators Publishing Service	Wordly wise : book 8 / Kenneth Hodkinson.	TX0001457946	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 8 / Kenneth Hodkinson.	TX0000250249	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : book 9.	TX0001481826	9/2/1983
Educators Publishing Service, Inc.	Wordly wise : book 9 / Kenneth Hodkinson.	TX0000379638	12/6/1979
Educators Publishing Service, Inc.	Wordly wise : book A[-C] : answer key / Kenneth Hodkinson.	TX0000859475	2/23/1982
Educators Publishing Service, Inc.	Wordly wise : book A[-C] / Kenneth Hodkinson.	TX0000813520	9/9/1981
Educators Publishing Service, Inc.	Wordly wise books / [book [1-7] Kenneth Hodkinson & [book 1-4] Joseph G. Ornato.	TX0000168804	12/26/1978
Educators Publishing Service	Wordly wise readers : series A, book 1 [-6] / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen]	TX0001531206	1/25/1985
Educators Publishing Service	Wordly wise readers : workbook A / Kenneth Hodkinson ; [ill. and cover design by Dana Franzen].	TX0001503601	1/25/1985
Educators Publishing Service	Wordly wise reading : bk. 1-2, with writing and comprehension exercises / Kenneth Hodkinson.	TX0002707215	12/13/1989
Educators Publishing Service, Inc.	Wordly wise teacher's key : bk. 5 / Kenneth Hodkinson.	TX0004446503	12/16/1996
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 3 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250248	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 4 / Kenneth Hodkinson & Joseph G. Ornato.	TX0000250247	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 5 / Kenneth Hodkinson.	TX0000250246	4/16/1979

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 6 / Kenneth Hodkinson.	TX0000231865	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 7 / Kenneth Hodkinson.	TX0000231864	4/16/1979
Educators Publishing Service, Inc.	Wordly wise : teacher's key, book 8 / Kenneth Hodkinson.	TX0000231863	4/16/1979
Educators Publishing Service, Inc.	Words I use when I write : teacher's guide / by Alana Trisler and Patrice Howe Cardiel.	TX0006271527	11/22/2005
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : bk. 3 / by C. Wilson Anderson.	TX0002077959	4/27/1987
Educators Publishing Service, Inc.	Workbook of resource words for phonetic reading : book 1[-2] / by C. Wilson Anderson.	TX0000584746	11/24/1980
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 1, Kenneth Hodkinson, Sandra Adams.	TX0004303546	5/22/1996
Educators Publishing Service, Inc.	Worldly wise 3000 : bk. 2 / Kenneth Hodkinson, Sandra Adams.	TX0004565025	4/10/1998
Educators Publishing Service, Inc.	Worldly wise 3000 / by Kenneth Hodkinson and Sandra Adams ; text ill. by Anne Lord ; cover art by Carol Maglitta.	TX0005445918	9/24/2001
Educators Publishing Service, Inc.	Worldly wise : bk. 9 / Kenneth Hodkinson.	TX0003100430	7/1/1991
Educators Publishing Service, Inc.	Write about me, write about my world : teacher's guide / by Elsie S. Wilmerding.	TX0006008035	8/10/2004
Educators Publishing Service	Writing skills 1-2 / Diana Hanbury King.	TX0002707274	12/13/1989
Educators Publishing Service, Inc.	Writing skills 2 / Diana Hanbury King.	TX0004084040	8/11/1995
Educators Publishing Service, Inc.	Writing skills : bk. 1 / Diana Hanbury King.	TX0006011206	8/10/2004
Educators Publishing Service, Inc.	Writing skills for the adolescent / Diana Hanbury King.	TX0001681558	10/25/1985
Educators Publishing Service, Inc.	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0003979277	1/23/1995

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Writing with a point / Ann Harper, Jeanne B. Stephens.	TX0002072303	4/27/1987
Educators Publishing Service, Inc.	Written basic English for dyslexic students : transition to the classroom / Marietta Laing Biddle.	TX0004748814	4/10/1998
Educators Publishing Services, Inc.	Attack math teacher's resource book / Carole Greenes, Linda Schulman, Rika Spungin, George Immerzeel.	TX0005358305	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : bk. 1 / Nancy M. Hall.	TX0005358310	4/13/2001
Educators Publishing Services, Inc.	Beyond the code : comprehension and reasoning skills : bk. 4 / Nancy M. Hall ; illustrated by Hugh Price an Alan Price.	TX0005504580	4/9/2002
Educators Publishing Services, Inc.	Bookwise : a literature guide, roll of thunder, hear my cry / Anita Moss.	TX0005358318	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, stone fox / Edith Baxter.	TX0005358317	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, the witch of Blackbird Pond / Molly Flender & Sonia Landes.	TX0005358311	4/13/2001
Educators Publishing Services, Inc.	Bookwise : a literature guide, tuck everlasting / Molly Flender & Sonia Landes.	TX0005358314	4/13/2001
Educators Publishing Services, Inc.	Dyslexia training program : schedule 1 student's book / Patricia Bailey Beckham, Marietta Laing Biddle.	TX0005358315	4/13/2001
Educators Publishing Services, Inc.	Multi-sensory approach to language arts, book 2 : teaching manual	TX0005358308	4/13/2001
Educators Publishing Services, Inc.	Stepping stones : a path to critical thinking : bk. 2 / Vera Schneider ; illustrated by Ruth Linstromberg.	TX0005504581	4/9/2002
Educators Publishing Services, Inc.	Story notebook : a writer's workshop organizer, bk. 2 / Karen L. Smith.	TX0005358316	4/13/2001
Educators Publishing Services, Inc.	Thinking about Mac and Tab : primary phonics comprehension workbook 5 / by Karen L. Smith.	TX0005358307	4/13/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Services, Inc.	Vocabulary builder : bk. 1 / Austin M. Works.	TX0003895590	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 3 / Austin M. Works.	TX0003895591	9/29/1994
Educators Publishing Services, Inc.	Vocabulary builder : bk. 4 / Austin M. Works.	TX0003895589	9/29/1994
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Intervention Guide Levels 1-6.	TX0007039394	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 1-2-3.	TX0007039363	8/31/2009
Educators Publishing Service, a division of School Specialty, Inc.	Primary Phonics Teacher's Guide 4-5-6.	TX0007039405	8/31/2009
Educators Publishing Services, Inc.	Explode the code 5	TX0003700928	12/17/1993
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 135391	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A)	A 146679	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form A, B, C)	A 146681	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability (Form B and C)	A 176670	1970
Educators Publishing Service	Screening Tests for identifying Children with Specific Language Disability: Teacher's Manual	A 208864	1971
Educators Publishing Service	A First Course in Phonic Reading Teacher's Manual	A 221464	1971
Educators Publishing Service	Second English Review	A 288862	1971
Educators Publishing Service	A Second Course in Phonic Reading Book 1 and Teacher's Manual	A 301523	1971
Educators Publishing Service	A First Course in Phonic Reading	A 301524	1971
Educators Publishing Service	A First Course in Phonic Reading	A 390375	1972

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	First English Review	A 390378	1972
Educators Publishing Service	First English Review	A 576535	1962
Educators Publishing Service	Word Attack Manual and Test Booklet	A 576558	1962
Educators Publishing Service	Junior English review Exercises Book II	A 576560	1960
Educators Publishing Service	Second English Review	A 592196	1962
Educators Publishing Service	College Entrance Review in English Aptitude, Supplement	A 593201	1947
Educators Publishing Service	College Entrance Review in English Aptitude	A 600551	1962
Educators Publishing Service	Composition Book 2	A 624005	1963
Educators Publishing Service	Composition Book 1	A 624007	1963
Educators Publishing Service	A First Course in Remedial Reading (Student Workbook and TM)	A 631830	1963
Educators Publishing Service	Junior English Review Exercises Book I	A 656806	1963
Educators Publishing Service	College Entrance Review in English Aptitude	A 669316	1975
Educators Publishing Service	Basic Language Principles with Language Background	A 680788	1964
Educators Publishing Service	First English Review	A 718331	1964
Educators Publishing Service	Second English Review	A 718332	1964
Educators Publishing Service	A Second Course in Phonetic Reading Book 1	A 722585	1964
Educators Publishing Service	A Second Course in Phonetic Reading	A 722586	1964
Educators Publishing Service	A First Course in Phonic Reading and Teacher's Manual	A 788984	1965
Educators Publishing Service	A Childs Spelling System: The Rules	A7 92458	1965
Educators Publishing Service	Structures and Techniques: Remedial Language Training	A 79987	1969

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability (Form A, B, and C, and Teacher's Manual)	A 811863	1966
Educators Publishing Service	Junior English Review	A 823303	1965
Educators Publishing Service	Mac	A 847404	1966
Educators Publishing Service	Ted	A 847409	1966
Educators Publishing Service	The Wig	A 847410	1966
Educators Publishing Service	Teacher's guide Senior English Review Exercises	A 866656	1966
Educators Publishing Service	Solving Language Difficulties	A 875 259	1966
Educators Publishing Service	Screening Tests for Identifying Children with Specific Language Disability: Teacher's Manual	A 896 250	1967
Educators Publishing Service	Preparing the Research Paper	A 935 498	1967
Educators Publishing Service	Alphabetic Phonics: Structures and Procedures, Coding and Terminology, Formulas for Diving Words into Syllables, Formulas for Spelling Words	A 935500	1967
Educators Publishing Service	Alphabetic Phonics Workbook1	A 935502	1927
Educators Publishing Service	Alphabetic Phonics Alphabet Cards	A 942771	1967
Educators Publishing Service	Wordly Wise Book 1 and 2	A 950553	1967
Ann Staman	Handprints : an early reading program : book C	TX0005320058	11/7/2000
Barbara W. Maker and Sons, Inc., revisions: Educators Publishing Service, Inc., employer for hire	More primary phonics storybooks : bk 1-10	TX0004523410	1/2/1997
Barbara W. Maker and Sons, Inc., rev materials: Educators Publishing Service, Inc., employer for hire	Primary Phonics Set 4	TX0004756906	4/10/1998
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5	TX0006320456	1/6/2006
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 5 : teacher's guide and answer key	TX0006320457	1/6/2006

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service, Inc.	Vocabulary from classical roots : bk. 6	TX0006320458	1/6/2006
Educators Publishing Service, Inc.	Phonics plus C : reteach and practice differentiated instruction guide	TX0006320459	1/6/2006
Education Publishing Service	SPIRE level 6 word cards	TX0006409208	6/30/2006
Educators Publishing Service	Phonics plus K	TX0006320455	1/6/2006
Ann Staman	Handprints teacher's guide for book A	TX0005144929	2/14/2000
Ann Staman	Handprints, book A	TX0005144930	2/14/2000
Ann Staman	Handprints storybook B	TX0005155890	2/14/2000
Ann Staman	Handprints : bk. B: an early reading program	TX0005169444	3/14/2000
Ann Staman	Handprints : storybooks C, set 1	TX0005266984	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book C	TX0005253117	12/26/2000
Ann Staman	Handprints : an early reading program : teacher's guide for storybooks B	TX0005266879	4/20/2000
Ann Staman	Handprints : an early reading program : teacher's guide for book B	TX0005266880	4/20/2000
Ann Staman	Handprints : an early reading program, set 2	TX0005375592	4/13/2001
Ann Staman	Handprints: an early reading program, storybooks D, set 1	TX0005613024	9/9/2002
Ann Staman	Handprints : an early reading program, teacher's guide for storybooks C, set .	TX0005309367	11/7/2000
Ann Staman	Handprints : an early reading program :bk. D.	TX0005504579	4/9/2002
Ann Staman	Handprints : an early reading program : storybooks B, set 2	TX0006123207	3/4/2005
Ann Staman	Handprints: Storybooks A, Set 3	TX0006829408	9/28/2007
Ann Staman	Handprints: Storybooks B, Sets 3	TX0006829409	9/28/2007
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 2-3	A 129104	1970

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A 1355387	1969
Educators Publishing Service	Solving Language Difficulties: Remedial Routines	A 208863	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A 288864	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 4	A 288866	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling; Teacher's Manual	A 384392	1972
Educators Publishing Service	Language Tool Kit	A 384397	1972
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 3	A 390376	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 5-6	A 392763	1971
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1-2	A 392765	1971
Educators Publishing Service	Spellbound Phonic Reading and Spelling	A 400057	1972
Educators Publishing Service	Recipe for Reading	A 401201	1972
Educators Publishing Service	Recipe for Reading	A 509655	1973
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 8	A 516405	1973
Educators Publishing Service	Language Tool Kit; Manual	A 669319	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 9-10	A 669321	1975
Educators Publishing Service	Reading Comprehension in Varied Subject Matter, Book 1	A 763989	1975
Educators Publishing Service	Solving Language Difficulties, Remedial Routines	A 875259	1994

FREY SCIENTIFIC

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000446751	4/4/1980
Frey Scientific Company	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000228899	4/16/1979
Frey Scientific Company	Leaves of North America.	TX0002020336	1/16/1987
Frey Scientific Company	Optical illusion.	TXu000476194	4/8/1991
Frey Scientific Company	Periodic table and atomic data.	TX0001410039	7/30/1984
Frey Scientific Company	Periodic table and atomic data : with illustrated text of nuclear terms.	TX0000685984	5/11/1981
Frey Scientific Company	Profile map showing oceanic features.	TX0003146858	4/18/1991
Frey Scientific Company, Inc.	Animal tissues : structure of skin, bone, muscle, and nerve.	TX0000770919	8/31/1981
Frey Scientific Company, Inc.	Bacteria and virus : structure of bacteria and virus.	TX0000770922	8/31/1981
Frey Scientific Company, Inc.	DNA—the basis of life : structure and nature of hereditary material.	TX0000770921	8/31/1981
Frey Scientific Company, Inc.	Ecology : carbon and nitrogen cycles.	TX0000770923	8/31/1981
Frey Scientific Company, Inc.	Evolution : four elements of modern synthetic theory.	TX0000770913	8/31/1981
Frey Scientific Company, Inc.	Frey biology charts : origin, composition, and evolution of living matter : [no.] 1.	TX0000770912	8/31/1981
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001555051	4/5/1985
		TX0001552319	4/5/1985
		TX0001555048	4/5/1985
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001289581	2/24/1984
		TX0001289583	2/24/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0001089635 TX0001089718	3/25/1983 3/25/1983
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000947371 TX0000926359	3/18/1982 3/18/1982
Frey Scientific Company, Inc.	Frey Scientific Company : [catalog] : high school and college science materials.	TX0000651650 TX0000657272	3/16/81 3/3/81
Frey Scientific Company	Frey Scientific Company elementary science : catalog no. 384.	TX0001473941	3/22/1984
Frey Scientific Company, Inc.	Generalized cell : structure of a typical cell.	TX0000770914	8/31/1981
Frey Scientific Company, Inc.	Meiosis : sexual reproduction of cells.	TX0000770916	8/31/1981
Frey Scientific Company, Inc.	Mitosis : asexual reproduction of cells.	TX0000770915	8/31/1981
Frey Scientific Company, Inc.	Monohybrid cross : Mendel's classic pea plant cross.	TX0000770920	8/31/1981
Frey Scientific Company, Inc.	Photosynthesis : cyclic and noncyclic light reaction and carbon fixation.	TX0000770917	8/31/1981
Frey Scientific Company, Inc.	Plant tissues : structure of leaf, stem, and root.	TX0000770918	8/31/1981

HAMMOND & STEPHENS

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Agriculture award : Agriculture award.	VA0000171217	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Art award : Art award.	VA0000171239	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Athletic award : Athletic award.	VA0000171232	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Attendance award : Attendance award.	VA0000171225	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Band award : Band award.	VA0000171233	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Business award : Business award.	VA0000171224	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Cheerleading award : Cheerleading award.	VA0000171226	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Choir award : Choir award.	VA0000171218	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Citizenship award : Citizenship award.	VA0000171240	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Computer award : Computer award.	VA0000171241	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Dance award : Dance award.	VA0000171242	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Debate award : Debate award.	VA0000171219	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Drama award : Drama award.	VA0000171237	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Driver education award : Driver education award.	VA0000171236	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Foreign language award : Foreign language award.	VA0000171235	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Gymnastics award : Gymnastics award.	VA0000171234	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Handwriting award : Handwriting award.	VA0000171238	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Health award : Health award.	VA0000171243	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Home economics award : Home economics award.	VA0000171244	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Honor award : Honor award.	VA0000171245	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor roll award : Honor roll award.	VA0000171220	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Honor Society award : Honor Society award.	VA0000171221	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Industrial arts award : Industrial arts award.	VA0000171246	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Journalism award : Journalism award.	VA0000171247	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Language arts award : Language arts award.	VA0000171248	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Mathematics award : Mathematics award.	VA0000171249	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Outstanding achievement award : Outstanding achievement award.	VA0000171222	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Physical education award : Physical education award.	VA0000171250	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Principal award : Principal award.	VA0000171223	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Reading award : Reading award.	VA0000171251	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Safety award : Safety award.	VA0000171227	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Science award : Science award.	VA0000171228	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Social studies award : Social studies award.	VA0000171229	11/5/1984

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Hammond & Stephens Company	Hammond & Stephens Company—Spelling award : Spelling award.	VA0000171230	11/5/1984
Hammond & Stephens Company	Hammond & Stephens Company—Student Council award : Student Council award.	VA0000171231	11/5/1984
Hammond & Stephens Company	S.C.O.B.I. program for lesson planning : Lesson planning.	TX0001544708	3/15/1985

NEO/SCI

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Discover book log.	TX0005691112	2/26/2003
Premier Agendas, Inc.	2003 family in focus calendar.	TX0005691113	2/26/2003
Premier Agendas, Inc.	94/95.	TX0004485973	8/29/1996
Premier Agendas, Inc.	Academic 2001/2002 : student planner.	TX0005579875	6/21/2002
Premier Agendas, Inc.	Agenda 1994/1995.	TX0004485971	8/29/1996
Premier Agendas, Inc.	Agenda program manual for educators to help maximize school effectiveness.	TX0004962448	4/12/1999
Premier Agendas, Inc.	American High School student handbook 2001-2002.	TX0005579851	6/21/2002
Premier Agendas, Inc.	American middle school student handbook, 2001-2002.	TX0005575743	6/21/2002
Premier Agendas, Inc.	Building character.	TX0005578425	6/21/2002
Premier Agendas, Inc.	Building Good Character.	TX0007232365	9/24/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Catholic Resource Supplement- Elementary.	TX0007232569	10/7/2008
Premier Agendas, Inc.	Catholic Resource Supplement- Middle and High School.	TX0007219036	9/24/2008
Premier Agendas, Inc.	Central High School school agenda '93-94.	TX0004346836	8/29/1996
Premier Agendas, Inc.	Conflict resolution.	TX0005706279	2/26/2003
Premier Agendas, Inc.	D. Russell Parks Junior High School : student handbook '90-'91 : sample : Premier middle school reminder '90-'91.	TX0004485975	8/29/1996
Premier Agendas, Inc.	Destination—character / material written by Ann C. Dotson & Karen D. Wisont.	TX0005579855	6/21/2002
Betty Ford Center, Premier Agendas, Inc.	Drug and Alcohol Prevention.	TX0007232377	9/24/2008
Premier Agendas, Inc.	Elementary Study Skills and Test Preparation.	TX0007232280	9/24/2008
Premier Agendas, Inc.	Enter the Premier circle of success and develop a community of learners : Premier school agenda.	TX0004485974	8/29/1996
Premier Agendas, Inc.	Eudora Senior High School : Premier School Agendas '92-93.	TX0004360229	8/29/1996
Premier Agendas, Inc.	Fiesta Lincoln-Mercury auto agenda '96.	TX0004482039	8/29/1996
Premier Agendas, Inc.	Financial Planning.	TX0007232283	9/24/2008
Premier Agendas, Inc.	Franklin collegiate events planner/agenda.	TX0005123385	1/11/2000
Premier Agendas, Inc.	Franklin compass agenda : 1998/99.	TX0004962461	4/12/1999
Premier Agendas, Inc.	George Washington Carver Magnet School : student handbook 93-94.	TX0004485972	8/29/1996
Premier Agendas, Inc.	Health and Wellness.	TX0007146365	9/30/2008
Premier Agendas, Inc.	If I plan to learn, I must learn to plan.	TX0004797072	6/12/1998
Premier Agendas, Inc.	Journeying in our faith.	TX0005837200	6/21/2003

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Kaimuki High School student handbook 2001-2002.	TX0005811847	6/21/2003
Premier Agendas, Inc.	Lincoln Elementary School student handbook, 2002-2003.	TX0005575742	6/21/2002
Premier Agendas, Inc.	Loda Grade School student handbook, 2001-2002.	TX0005575747	6/21/2002
Premier Agendas, Inc.	Making Character Count.	TX0007144213	9/30/2008
Premier Agendas, Inc.	My journal.	TX0004791781	6/12/1998
Premier Agendas, Inc.	My journal.	TX0004346838	8/29/1996
Premier Agendas, Inc.	Online Safety.	TX0007146220	9/30/2008
Premier Agendas, Inc.	Personal planning & study resource guide.	TX0004341561	7/15/1996
Premier Agendas, Inc.	Plan for success 2002-2003 planner.	TX0005579866	6/21/2002
Premier Agendas, Inc., The College Board	Premier Agenda for CollegeEd—Freshman Edition 2008-2009.	TX0007215645	10/24/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd—Middle School Edition 2008-2009.	TX0007224294	11/3/2008
The College Board, Premier Agendas Inc.,	Premier Agenda for CollegeEd—Senior Edition 2008-2009.	TX0007201590	10/16/2008
The College Board, Premier Agendas Inc.	Premier Agenda for CollegeEd Sophomore Edition 2008-2009.	TX0007161603	10/16/2008
Premier Agendas, Inc.	Premier auto agenda.	TX0004482038	8/29/1996
Premier Agendas, Inc.	Premier Bilingual Spanish-English Agenda Middle Level Edition 2008-2009.	TX0007190057	9/12/2008
Premier Agendas, Inc.	Premier binder reminder, 1994-1995.	TX0004346839	8/29/1996
Premier Agendas, Inc.	Premier binder reminder '90-91.	TX0003745173	6/17/1994
Premier Agendas, Inc.	Premier binder reminder 91/92.	TX0003745067	4/26/1994
Premier Agendas, Inc.	Premier Character Development Agenda Elementary Edition 2008-2009.	TX0007233192	10/6/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Character Development Agenda—Primary Edition 2008-2009.	TX0007234888	10/7/2008
Premier Agendas, Inc.	Premier compass agenda, 2000-2001.	TX0005241010	7/5/2000
Premier Agendas, Inc.	Premier compass agenda : PCA : millennium : agenda 1999-2000.	TX0005126817	1/11/2000
Premier Agendas, Inc.	Premier Compass Planner 2008-2009.	TX0007161589	10/10/2008
Premier Agendas, Inc.	Premier discover agenda.	TX0005579838	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575744	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005575746	6/21/2002
Premier Agendas, Inc.	Premier discover agenda, 2002-03.	TX0005914302	2/13/2004
Premier Agendas, Inc.	Premier Early Learning Agenda.	TX0007187707	9/30/2008
Premier Agendas, Inc.	Premier elementary agenda 1996-1997.	TX0004346837	8/29/1996
Premier Agendas, Inc.	Premier elementary agenda, 1998-1999.	TX0004960012	4/12/1999
Premier Agendas, Inc.	Premier elementary agenda, 2000-2001.	TX0005241011	7/5/2000
Premier Agendas, Inc.	Premier elementary agenda, 2001-2002.	TX0005420297	7/27/2001
Premier Agendas, Inc.	Premier Elementary Agenda : class act : 1997-1998.	TX0004791748	6/12/1998
Premier Agendas, Inc.	Premier elementary level agenda.	TX0005125329	1/11/2000
Premier Agendas, Inc.	Premier Faith and Life Agenda Elementary Edition 2008-2009.	TX0007252989	10/7/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda High School Edition, 2008-2009.	TX0007135172	10/10/2008
Premier Agendas, Inc.	Premier Faith and Life Agenda Middle Level Edition 2008-2009.	TX0007207637	10/2/2008
Premier Agendas, Inc.	Premier Foundations Agenda—Elementary Edition 2008-2009.	TX0007189233	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda—High School Edition, 2008-2009.	TX0007224016	10/7/2008

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier Foundations Agenda Middle School 2008-2009.	TX0007189266	9/30/2008
Premier Agendas, Inc.	Premier Foundations Agenda—Primary Edition 2008-2009.	TX0007219308	10/24/2008
Premier Agendas, Inc.	Premier Health and Wellness Agenda—Elementary Edition 2008-2009.	TX0007221680	11/28/2008
Premier Agendas, Inc.	Premier Kaplan Test Prep Agenda 2008-2009.	TX0007261150	11/24/2008
Premier Agendas, Inc.	Premier Legacy Educator Planner 2008-2009.	TX0007189189	9/30/2008
Premier Agendas, Inc.	Premier middle level agenda.	TX0005125327	1/11/2000
Premier Agendas, Inc.	Premier middle level agenda, 1998-1999.	TX0004960011	4/12/1999
Premier Agendas, Inc.	Premier middle level agenda, 2000-2001.	TX0005241013	7/5/2000
Premier Agendas, Inc.	Premier middle level agenda, 2001-2002.	TX0005420295	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2001-2002.	TX0005420296	7/27/2001
Premier Agendas, Inc.	Premier middle level plan-it, 2002-2003.	TX0005900935	6/21/2002
Premier Agendas, Inc.	Premier middle school reminder '91-92.	TX0003745175	6/17/1994
Premier Agendas, Inc.	Premier Plan-It.	TX0005575745	6/21/2002
Premier Agendas, Inc.	Premier Plan-it 1996.	TX0004360227	8/29/1996
Premier Agendas, Inc.	Premier plan-it : agenda 2001-2002.	TX0005420316	7/27/2001
Premier Agendas, Inc.	Premier primary agenda, 2000-2001.	TX0005241014	7/5/2000
Premier Agendas, Inc.	Premier primary journal.	TX0005125328	1/11/2000
Premier Agendas, Inc.	Premier primary journal, 1998-1999.	TX0004960010	4/12/1999
Premier Agendas, Inc.	Premier primary journal, 2001-2002.	TX0005420294	7/27/2001
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004485977	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1995/96.	TX0004486867	8/29/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	Premier School Agenda, 1996/97.	TX0004360228	8/29/1996
Premier Agendas, Inc.	Premier school agenda 1996/97.	TX0004485978	8/29/1996
Premier Agendas, Inc.	Premier School Agenda, 1998-1999.	TX0004962462	4/12/1999
Premier Agendas, Inc.	Premier school agenda, 2000-2001.	TX0005240771	7/5/2000
Premier Agendas, Inc.	Premier school agenda 88/89.	TX0003745064	4/26/1994
Premier Agendas, Inc.	Premier school agenda 89/90.	TX0003745065	4/26/1994
Premier Agendas, Inc.	Premier school agenda 90/91.	TX0003745066	4/26/1994
Premier Agendas, Inc.	Premier school agenda 92/93.	TX0003745068	4/26/1994
Premier Agendas, Inc.	Premier school agenda 93/94.	TX0003745069	4/26/1994
Premier Agendas, Inc.	Premier school agendas.	TX0005123384	1/11/2000
Premier Agendas, Inc.	Premier School Agendas.	TX0004791749	6/12/1998
Premier Agendas, Inc.	Premier School Agendas.	TX0004797071	6/12/1998
Premier Agendas, Inc.	Premier School Agendas 1996-1997.	TX0004485976	8/29/1996
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Elementary Edition 2008-2009.	TX0007189331	9/30/2008
Premier Agendas Inc.	Premier Spanish/English Bilingual Agenda Primary Edition 2008-2009.	TX0007189306	9/30/2008
Premier Agendas Inc.	Premier TimeTracker Agenda—Elementary Edition 2008-2009.	TX0007173009	10/31/2008
Premier Agendas Inc.	Premier TimeTracker Agenda High School Edition 2008-2009.	TX0007156686	10/8/2008
Premier Agendas Inc.	Premier TimeTracker Agenda- Middle Level Edition 2008-2009.	TX0007207395	10/9/2008
Premier Agendas Inc.	Premier TimeTracker Agenda Primary Edition 2008-2009.	TX0007189874	9/30/2008
Premier Agendas, Inc.	Premiere compass : agenda 2001-2002.	TX0005420318	7/27/2001
Premier Agendas, Inc.	Premiere discover agenda.	TX0005580041	6/21/2002
Premier Agendas, Inc.	Premiere school agenda 2001-2002.	TX0005420317	7/27/2001

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Premier Agendas, Inc.	School agenda 85/86.	TX0003745061	4/26/1994
Premier Agendas, Inc.	School agenda 86/87.	TX0003745062	4/26/1994
Premier Agendas, Inc.	School Smart Agenda—Middle Level Edition 2008-2009.	TX0007149089	10/9/2008
Premier Agendas, Inc.	School Smart Agenda Primary Edition 2008 —2009.	TX0007189829	9/12/2008
Premier Agendas Inc.	Stand Up ... Against Bullying!	TX0007146378	9/30/2008
Premier Agendas Inc.	Stand Up! Speak Out!	TX0007144224	9/30/2008
Premier Agendas, Inc.	Student handbook and student planning calendar 1992-1993.	TX0003745174	6/17/1994
Premier Agendas, Inc.	Student handbook study guide and assignment calendar, 1987-88.	TX0003745063	4/26/1994
Premier Agendas Inc.	Study Skills and Test Preparation.	TX0007139359	10/31/2008
Premier Agendas, Inc.	Summit survival guide.	TX0005704343	2/26/2003
Premier Agendas, Inc.	Taft Junior High School student handbook assignment organizer.	TX0003745176	6/17/1994
Premier Agendas Inc.	Take Action...Against Bullying!	TX0007159107	10/10/2008
Premier Agendas, Inc.	Tate High School : student handbook 91-92.	TX0004482036	8/29/1996
Premier Agendas, Inc.	Utah Association of Secondary School Principals.	TX0004094588	9/27/1995
Premier Agendas, Inc.	What is character? / Anne C. Dotson and Karen D. Wisont, 1963-.	TX0005241012	7/5/2000
Premier Agendas, Inc.	Premier Smart Pack.	TX0005567371	2/26/2003
Premier School Agendas, Inc.	Compass for Campus : facilitator guide.	TX0005122076	1/11/2000
Premier School Agendas, Ltd.	Premier elementary reminder 1989-90.	TX0004334250	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '90-91.	TX0004334249	7/15/1996
Premier School Agendas, Ltd	Premier elementary reminder '91-92.	TX0004334248	7/15/1996
Premier School Agendas, Ltd.	Saltar's point, Steilacoom, Premier School Agenda '92-93.	TX0004471116	7/15/1996

SAX ARTS & CRAFTS

Claimant

Sax Arts and Crafts

Title

Sax Arts and Crafts

Reg. Number

TX0000015409

Reg. Date

2/13/1978

SCHOOL SPECIALTY, INC.

Claimant

School Specialty, Inc.

Title

Making Connections Audio Recordings Book 1.

Reg. Number

SR0000675433

Reg. Date

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 2.

SR0000675442

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 3.

SR0000675443

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 4.

SR0000675444

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 5.

SR0000675445

5/23/2011

School Specialty, Inc.

Making Connections Audio Recordings Book 6.

SR0000675441

5/23/2011

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262706

8/12/2010

Tests for Comprehension, Level Aqua.

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262688

8/12/2010

Tests for Comprehension, Level Crimson.

School Specialty, Inc.

MCI Progress-Monitoring Assessments: Maze

TX0007262704

8/12/2010

Tests for Comprehension, Level Gold.

School Specialty, Inc., Transfer: By written agreement

Megawords 1, 2nd edition.

TX0007246501

8/16/2010

School Specialty, Inc., Transfer: By written agreement

Megawords 2, 2nd edition.

TX0007246491

8/16/2010

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc., Transfer: By written agreement	Megawords 3, 2nd edition.	TX0007293223	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 4, 2nd edition.	TX0007246289	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 5, 2nd edition.	TX0007246486	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 6, 2nd edition.	TX0007246051	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 7, 2nd edition.	TX0007293320	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords 8, 2nd edition.	TX0007293235	8/16/2010
School Specialty, Inc., Transfer: By written agreement	Megawords Test Manual, 2nd edition.	TX0007293326	8/16/2010
School Specialty, Inc.	North Dakota: its place in region & 2 other titles.	V3418D016	6/23/1998
School Specialty, Inc.	North Dakota: its place in the region & 1 other title.	V3406D464	10/31/1997
School Specialty Supply, Inc.	Ad Astra : Kansas capitol dome sculpture 1992.	VA0000486477	11/4/1991
School Specialty Supply, Inc.	AD Astra; poster.	V3078P214	2/13/1995
ClassroomDirect.com, LLC	ClassroomDirect.com Web Site	TX0006125383	4/14/2005
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 4	TX0007545781	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 5	TX0007545782	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 6	TX0007545750	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 8	TX0007545779	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 5	TX0007545764	4/23/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 8	TX0007545773	4/23/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Workbook Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 1		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 2		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 3		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 4		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 5		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 6		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 7		Pending
School Specialty, Inc.	S.P.I.R.E. Reader Level 8		Pending
School Specialty, Inc.	S.P.I.R.E. Initial Placement Assessment		Pending
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 2	TX0007561190	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 3	TX0007561196	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Teacher's Guide Level 7	TX0007561202	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 2	TX0007561188	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 3	TX0007561189	6/13/2012

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 4	TX0007561187	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Workbook Level 7	TX0007561206	6/13/2012
School Specialty, Inc.	S.P.I.R.E. Blackline Masters for Instruction and Assessment Level 7	TX0007522538	4/23/2012
School Specialty, Inc.	Content-Area Vocabulary Builder	TX0007561276	5/23/2011
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Aqua		Pending
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Gold		Pending
School Specialty, Inc.	MCI Comprehension 2nd Edition Teacher's Edition Crimson		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 2		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 3		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 4		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 5		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 6		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 7		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 8		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 9		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 10		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 11		Pending
School Specialty, Inc.	Wordly Wise 3000 3rd Edition Teacher's Resource Book, Book 12		Pending

SPEECH BIN

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	1/23/1997
Speech Bin, Inc.	Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	8/9/1999
Speech Bin, Inc.	Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	1/23/1997
Speech Bin, Inc.	RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	1/23/1997
Speech Bin, Inc.	Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	1/23/1997
the Speech Bin	Sounds plus s + r : Sounds plus sibilants.	TX0001895398	8/6/1986
the Speech Bin	Speech beans.	TX0001879656	8/7/1986
Speech Bin, Inc.	Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	5/22/1996
Speech Bin, Inc.	Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	4/7/1998
Speech Bin, Inc.	TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Warmups & workouts : exercises for learning “r” / Jane Folk ; Sara Folk, illustrator.	TX0004292198	5/22/1996
the Speech Bin	Who gets on jets?	TX0001884107	8/7/1986
Speech Bin, Inc.	Workbook for memory skills / Beth M. Kennedy.	TX0004450527	1/23/1997
Speech Bin, Inc.	Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	5/22/1996
Speech Bin, Inc.	Artic-pic : a show ‘n’ tell book about [r] ; Artic-pic : a show ‘n’ tell book about [s] / Denise Grigas.	TX0005027145	8/9/1999
Speech Bin, Inc.	Blonigen fluency program / Julie A. Blonigen.	TX0005375899	1/4/2001
Speech Bin, Inc.	Breakfast club : enhancing the communication ability of Alzheimer’s patients.	PA0000865729	7/10/1997
Speech Bin, Inc.	Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	7/10/1997
Speech Bin, Inc.	COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	7/10/1997
Speech Bin, Inc.	Effective conversations—techniques for talking together / Darlene Lengel.	TX0004294307	5/20/1996
Speech Bin, Inc.	Effective listening / Darlene Lengel.	TX0005027144	8/9/1999
Speech Bin, Inc.	I can say R.	TX0005539440	5/21/2002
Speech Bin, Inc.	I can say S.	TX0005539439	5/21/2002
Speech Bin, Inc.	Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	1/4/2001
Speech Bin, Inc.	MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	5/20/1996

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Speech Bin, Inc.	Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	1/4/2001
the Speech Bin, Inc.	Sound advice.	TX0002233302	9/14/1987
Speech-Bin, Inc.	Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	1/4/2001
Speech-Bin, Inc.	Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	5/21/1996
Speech Bin, Inc.	Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	8/9/1999
Speech Bin, Inc.	Take a chance / Gary J. Cooper.	TX0003740044	2/1/1994
Speech Bin, Inc.	What is auditory processing? / Susan Bell.	TX0003721616	2/1/1994
Speech Bin, Inc.	What is dementia? / Mary Jo Santo Pietro.	TX0005027090	8/9/1999

SPORTIME

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag bears.	VAu000425885	3/5/1998
Select Service & Supply d.b.a Sportime International	Bean bag bunnies.	VA0000884346	10/21/1997
Select Service & Supply d.b.a Sportime International	Bean bag frogs.	VA0000875777	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag gorillas.	VA0000875779	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag hippo.	VA0000875780	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag pig.	VA0000875778	10/6/1997
Select Service & Supply d.b.a Sportime International	Bean bag triceratops.	VAu000425884	3/5/1998

<u>Claimant</u>	<u>Title</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Select Service & Supply d.b.a Sportime International	Bean bag turtles.	VA0000908300	10/24/1997
Select Service & Supply d.b.a Sportime International	Bean bag tyrannosaurus.	VAu000425886	3/5/1998
Sportime, LLC	Hands-On basketball.	VA0000932992	6/12/1998

Schedule 11 Deposit Accounts, Securities Accounts and Commodity Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
School Specialty, Inc.	Operating	JPMorgan Chase	*
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
Bird in Hand	Disbursement	JPMorgan Chase	
School Specialty, Inc.	Payroll	JPMorgan Chase	
Califone	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	
School Specialty, Inc.	Flex Spending	JPMorgan Chase	
School Specialty, Inc. (d/b/a SPARK)	Working Fund	JPMorgan Chase	
Califone	Credit Card Depository	JPMorgan Chase	
Delta Education	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc. (d/b/a Educational Publishing Service)	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	School Specialty/LB Depository	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Lockbox	JPMorgan Chase	*
Califone International, Inc.	Lockbox	JPMorgan Chase	*
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	
Premier Agendas, Inc.	Depository	JPMorgan Chase	*

Califone International, Inc.	Depository	Wells Fargo Bank	*
School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Concentration	JPMorgan Chase	*
School Specialty, Inc.	Depository	JPMorgan Chase	*
School Specialty, Inc.	Depository	Comerica	**
School Specialty, Inc.	Depository	JPMorgan Chase	**
School Specialty, Inc.	Depository	Bank of America	**

* Control agreements in effect for these accounts

** Accounts which are utilized to collateralize letters of credit. It is assumed that these will be eventually replaced with a Wells Fargo account and corresponding letters of credit.

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Bank of America
112 East Holly Street
Bellingham, WA 98225
(360) 676-2816

Wells Fargo Bank
21255 Burbank Blvd., Suite 110
Woodland Hills, CA 91367
Peggy Knox (818) 595-3961

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Account Number</u>
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
Premier School Agendas, Ltd.	Lockbox Depository	JPMorgan Chase	
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	
Premier School Agendas, Ltd.	Disbursement-Payables	JPMorgan Chase	
Premier School Agendas, Ltd.	Credit Card Depository	JPMorgan Chase	
Premier School Agendas, Ltd.	Operating Account	JPMorgan Chase	

Premier School Agendas, Ltd.
School Specialty, Inc.
School Specialty, Inc.

Operating Account
Lockbox and Disbursements
Credit Card Depository

JPMorgan Chase
JPMorgan Chase
JPMorgan Chase

JPMorgan Chase
10 S Dearborn
Chicago, IL 60603
Gina Sorci (312) 732-2029

Schedule 12 Chattel Paper

None

Schedule 13 Letter-of-Credit Rights

None

Schedule 14 Documents

None

Schedule 15 Assigned Agreements

See Schedule 7

Schedule 16 Existing Financing Statements

Premier Agendas, Inc.

Washington Department of Licensing

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Premier Agendas, Inc. 2000 Kentucky Street Bellingham WA 98226	2009-091-5951	4/1/2009	Fujifilm Graphic Systems USA, Inc. 350 Central AVE Hanover Park, IL 60133	All debtor's right, title now owned or hereafter acquired in lithographic plates, film, prepressed proofing materials and miscellaneous lithographic supplies provided by Enovation Graphic Systems Inc. or credited from Enovation Graphic Systems, Inc. regardless of the deliver but does not constitute any security interest in any of the assets of the company listed on this filing.
School Specialty, Inc.	120007074826 Wisconsin Department of Financial Institutions	5/24/2012	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
School Specialty, Inc.	120004986734 Wisconsin Department of Financial Institutions	4/13/2012	IKON Financial SVCS	All equipment now or hereafter leased in an equipment leasing transaction in connection with that certain Master Agreement No. see below, Product Schedule No./Agreement No. see below ("Lease"), as amended from time to time, between IOS Capital, LLC as lessor, and the above referenced Lessee/Debtor, including, without limit, the equipment listed below, and all additions, improvements, attachments, accessories, accessions, upgrades and replacements related thereto, and any and all substitutions or exchanges, and any and all products, insurance and/or other proceeds (cash and non-cash) there from: The equipment location is as identified in the Lease. This IS intended to be a true lease transaction. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the parties to which this document applies IS other than lessor and lessee, respectively. This financing statement is filed solely to protect the interests of the parties In the event of unwarranted assertions by any third party. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only. Product Schedule No./Agreement No. 2907845, Master Agreement/Lease No. CUSTOMER: 1418270 RIPROC901 CI0071478
School Specialty, Inc.	120006258728 Wisconsin Department of Financial Institutions	05/07/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	130001633922 Wisconsin Department of Financial Institutions	02/04/2013		

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
School Specialty, Inc.	120006361723	05/09/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	Wisconsin Department of Financial Institutions 130001803012	02/07/2013		
Bird-In-Hand Woodworks, Inc.	26186436 New Jersey	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	Department of Treasury Commercial Recording 26318622 New Jersey	02/01/2013		
Bird-In-Hand Woodworks, Inc.	26189895 New Jersey	05/09/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	Department of Treasury Commercial Recording 26321264 New Jersey	02/07/2013		
Califone International, Inc.	21736232 Delaware	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	Secretary of State 30430794 Delaware	02/01/2013		
Califone International, Inc.	21781873 Delaware	05/08/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	Secretary of State 30505389 Delaware	02/07/2013		
Childcraft Education Corp.	201205045523894 New York	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	Department of State 201302015128416	02/01/2013		
Childcraft Education Corp.	201205090261780 New York	05/09/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	Department of State 201302070071828 New York	02/07/2013		
	Department of State			

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Classroomdirect.com LLC	21736083 Delaware Secretary of State	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	30430752 Delaware Secretary of State	02/01/2013		
Classroomdirect.com LLC	21782798 Delaware Secretary of State	05/08/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	30505553 Delaware Secretary of State	02/07/2013		
Delta Education, LLC	21737081 Delaware Secretary of State	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	30430786 Delaware Secretary of State	02/01/2013		
Delta Education, LLC	21781832 Delaware Secretary of State	05/08/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	30505660 Delaware Secretary of State	02/07/2013		
Frey Scientific, Inc.	21737198 Delaware Secretary of State	05/04/2012	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	30430802 Delaware Secretary of State	02/01/2013		
Frey Scientific, Inc.	21782848 Delaware Secretary of State	05/08/2012	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	30505736 Delaware Secretary of State	02/07/2013		
Premier Agendas, Inc.	201212517212 Washington Department of Licensing	05/04/12	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
	201303255009 Washington Department of Licensing	02/01/2013		
Premier Agendas, Inc.	201213233814 Washington Department of Licensing	05/09/12	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
	201303872145 Washington Department of Licensing	02/07/2013		

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Select Agendas, Corp.	19568047 Nova Scotia PPSA 20814729 Nova Scotia PPSA Financing Statement 728764G British Columbia PPSA Financing Statement	Search results as of 02/25/2013	Bayside Finance, LLC, as Agent (Biscayne Commercial Finance, LLC)	All present and after acquired personal property of the Debtor
Select Agendas, Corp.	19568054 Nova Scotia PPSA Financing Statement	Search results as of 02/25/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All present and after acquired personal property of the Debtor
Sax Arts & Crafts, Inc.	21736307 Delaware Secretary of State 30430810 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Sax Arts & Crafts, Inc.	21781782 Delaware Secretary of State 30505884 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Sportime, LLC	21736109 Delaware Secretary of State 30430778 Delaware Secretary of State	05/04/2012 02/01/2013	Wells Fargo Capital Finance, LLC as Administrative Agent	All assets of the Debtor, wherever located now owned or existing or hereafter acquired or arising, together with all proceeds thereof.
Sportime, LLC	21781725 Delaware Secretary of State 30505934 Delaware Secretary of State	05/08/2012 02/07/2013	Bayside Finance, LLC, as Agent	All assets and property of the debtor whether now owned or hereafter acquired, and all products and proceeds thereof.
Sportime, LLC	Reel/Frame: 028275/0517	5/25/2012	Bayside Finance, LLC	Patents identified in document
Sportime, LLC	Reel/Frame: 028278/0858	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
Sportime, LLC	Reel/Frame: 029778/0521	2/08/2013	Bayside Finance, LLC	Patents identified in document
School Specialty, Inc.	Reel/Frame: 028275/0511	5/25/2012	Bayside Finance, LLC	Patents identified in document
School Specialty, Inc.	Reel/Frame: 028278/0622	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
School Specialty, Inc.	Reel/Frame: 029778/0514	2/08/2013	Bayside Finance, LLC	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 028275/0525	5/25/2012	Bayside Finance, LLC	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 028278/0716	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Patents identified in document
Childcraft Education Corp.	Reel/Frame: 029778/0488	2/08/2013	Bayside Finance, LLC	Patents identified in document

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
School Specialty, Inc.	Reel/Frame: 4786/0439	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4792/0518	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4826/0140	7/20/2012	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4945/0281	1/17/2013	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.	Reel/Frame: 4957/0797	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Childcraft Education Corp.	Reel/Frame: 4788/0372	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Childcraft Education Corp.	Reel/Frame: 4794/0045	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Califone International, Inc.	Reel/Frame: 4788/0378	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Califone International, Inc.	Reel/Frame: 4794/0077	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Califone International, Inc.	Reel/Frame: 4958/0435	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4788/0384	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4790/0214	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
ClassroomDirect.com, LLC	Reel/Frame: 4958/0606	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4788/0401	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4790/0236	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Sax Arts & Crafts, Inc.	Reel/Frame: 4958/0679	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4788/0456	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4790/0555	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Delta Education, LLC	Reel/Frame: 4958/0597	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4788/0479	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4794/0017	6/04/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4823/0952	7/18/2012	Bayside Finance, LLC	Trademarks identified in document
Premier Agendas, Inc.	Reel/Frame: 4958/0660	2/08/2013	Bayside Finance, LLC	Trademarks identified in document

<u>DEBTOR NAME</u>	<u>FILE NUMBER</u>	<u>DATE FILED</u>	<u>SECURED PARTY</u>	<u>COLLATERAL</u>
Sportime, LLC	Reel/Frame: 4788/0485	5/25/2012	Bayside Finance, LLC	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4790/0244	5/29/2012	Wells Fargo Capital Finance, LLC, As Agent	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4826/0144	7/20/2012	Bayside Finance, LLC	Trademarks identified in document
Sportime, LLC	Reel/Frame: 4958/0766	2/08/2013	Bayside Finance, LLC	Trademarks identified in document
School Specialty, Inc.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Childcraft Education Corp.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Sax Arts & Crafts, LLC		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Delta Education, LLC		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Premier Agendas, Inc.		6/1/2012	Bayside Finance, LLC	Copyrights identified in document
Sportime, LLC		6/4/2012	Bayside Finance, LLC	Copyrights identified in document
School Specialty, Inc.		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Childcraft Education Corp.		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Sax Arts & Crafts, LLC		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Delta Education, LLC		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Premier Agendas, Inc.		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document
Sportime, LLC		6/4/2012	Wells Fargo Capital Finance, LLC, As Agent	Copyrights identified in document

Liens on funds in Business Money Market Account No. in the name of School Specialty, Inc., maintained at Comerica Bank (the "Comerica Account") and all identifiable proceeds of the Comerica Account, which total \$1,458,537.10 as of the Petition Date, plus post-petition interest accruing on the Comerica Account, which funds secure the reimbursement obligations of School Specialty, Inc. to Comerica Bank under the Letter of Credit Applications and Reimbursement Agreements, or otherwise, for any draws under Comerica Bank letter of credit no. 5183 in the amount of \$700,000, issued for the benefit of DEI CSEP or Comerica Bank letter of credit no. 5184 in the amount of \$755,000, issued for the benefit of Travelers Insurance Company.

Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing on real property owned by School Specialty, Inc. dated May 22, 2012 in favor of Bayside Finance, LLC, as Agent Recorded on May 24, 2012 in Book 1246 pages 1811-1824 in the Register of Deeds of Saline County, Kansas.

Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing on real property owned by School Specialty, Inc. dated May 22, 2012 in favor of Wells Fargo Capital Finance, LLC as Administrative Agent Recorded on May 24, 2012 in Book 1246 pages 1798-1810 in the Register of Deeds of Saline County, Kansas.

AMENDMENT NO. 1

Dated as of April 12, 2013

to the

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of February 27, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,
and
PREMIER AGENDAS, INC.,

as Borrowers,

SELECT AGENDAS, CORP.,
FREY SCIENTIFIC, INC.,
and
SAX ARTS & CRAFTS, INC.,

as Guarantors,

THE LENDERS,

as defined herein,

and

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and as Collateral Agent

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AMENDMENT NO. 1
to
SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

This AMENDMENT NO. 1 is dated as of April 12, 2013 (this "Amendment") to the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, entered into by and among School Specialty, Inc., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc. a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc. and Sax Arts & Crafts, Inc., each a Delaware corporation, each a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor hereunder and party hereto from time to time in accordance with Section 5.8 therein, each of the lenders appearing on the signature pages hereof, together with such other lenders as may from time to time become a party to this Amendment pursuant to the terms and conditions of Article VIII thereof (collectively, the "Lenders"), and U.S. Bank National Association ("U.S. Bank"), in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"), and in its separate capacity as collateral agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent" and, collectively with the Administrative Agent, the "Agent") (such Senior Secured Super Priority Debtor-in-Possession Credit Agreement as in effect on the date hereof, together with all schedules and exhibits thereto effective on the date hereof, the "Existing Credit Agreement").

RECITALS:

A. The Borrowers and Guarantors (other than Select Agendas, Corp.) have commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

B. The Bankruptcy Court has entered an Interim Order and Final Order pursuant to which Administrative Agent and Lenders may make post-petition term loans to Borrowers secured by substantially all the assets and properties of the Obligors as set forth in the Interim Order or Final Order, as applicable, and this Amendment.

C. The Borrowers, the Guarantors, the Lenders and the Agent are parties to the Existing Credit Agreement and one or more of the Loan Documents.

D. The Parties hereto have agreed, upon the terms and subject to the conditions set forth herein, that the Existing Credit Agreement be amended as set forth herein (as so amended, the “Amended Credit Agreement”).

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used but not defined herein shall, unless the context otherwise requires, have the meanings assigned to such terms in the Amended Credit Agreement.

ARTICLE II AMENDMENTS
TO EXISTING CREDIT
AGREEMENT

Section 2.1 Amendments to the Existing Credit Agreement.

(a) Definition of Additional Funding Dates. Section 1.1 of the Existing Credit Agreement is hereby amended by deleting the definition of “Additional Funding Dates” and inserting in lieu thereof the following:

“Additional Funding Dates” means (i) not more than two dates after the Initial Borrowing and during the Availability Period on which the Borrowers may borrow Loans under this Agreement in accordance with clause (ii) of Section 2.1 and (ii) not more than one date after the Initial Borrowing and during the Availability Period on which the Borrowers may borrow Loans under this Agreement in accordance with clause (iii) of Section 2.1.”

(b) Definitions of Extended Funding Dates and Extended Funding Date Test Periods. Section 1.1 of the Existing Credit Agreement is hereby amended by deleting the definitions of “Extended Funding Dates” and “Extended Funding Test Period.”

(c) Loans.

(i) Section 2.1 of the Existing Credit Agreement is hereby amended by deleting the text of clauses (iii) and (iv) thereof and inserting in lieu thereof the following:

“and (iii) on or after April 25, 2013 an additional borrowing in an aggregate principal amount of \$10,000,000 in respect of which a Notice of Borrowing has been delivered”

(ii) Section 2.1 of the Existing Credit Agreement is hereby amended by deleting the text “and Extended Funding Date” from the third to final sentence thereof.

(iii) Section 2.1 of the Existing Credit Agreement is hereby amended by deleting the text “or Extended Funding Date” from the penultimate sentence thereof.

(d) Procedures for Loans.

(i) Section 2.2 of the Existing Credit Agreement is hereby amended by deleting the text “or Extended Funding Date” in each case where it appears in the second sentence thereof.

(ii) Section 2.2 of the Existing Credit Agreement is hereby amended by deleting the text “or \$1,000,000 in the aggregate on each such Extended Funding Date” and inserting in lieu thereof the following:

“pursuant to clause (ii) of Section 2.1 or \$10,000,000 for the Additional Funding Date pursuant to clause (iii) of Section 2.1.”

(e) Additional Conditions Precedent to Each Loan, Section 3.2(f) of the Existing Credit Agreement is hereby amended by inserting after the word “occurred” and before the comma in the first line thereof the following:

“on or after April 12, 2013”

(f) Additional Conditions Precedent to Each Loan Made on An Extended Funding Date, Section 3.3 of the Existing Credit Agreement and Section 5.3 of the Table of Contents to the Existing Credit Agreement is hereby amended by deleting the text thereof and inserting in lieu thereof the following:

“[Intentionally Omitted]”

(g) Post-Closing Obligations.

(i) Section 5.16 of the Existing Credit Agreement is amended by deleting the period at the end thereof and inserting in lieu thereof the following:

“; provided, however, that the Administrative Agent shall (at the direction of the Required Lenders) have the authority to (i) waive any due date with respect to the delivery of any of the Collateral Access Agreements, (ii) approve the form and substance of any Collateral Access Agreement and (iii) waive the requirement to deliver any Collateral Access Agreement.”

(ii) Schedule 5.16 of the Existing Credit Agreement is amended by deleting the second entry in the column under Due Date and inserting in lieu thereof the following:

“No later than 60 days after the Closing Date”

(h) Milestones.

(i) Item (ii) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting “44” in the first line thereof and inserting in lieu thereof the following:

“56”

(ii) Item (iii) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting “48” in the first line thereof and inserting in lieu thereof the following:

“59”

ARTICLE III CONDITIONS
PRECEDENT

Section 3.1 Conditions Precedent. This Amendment shall become effective on the date (the “Amendment Effective Date”) that all of the following conditions have been satisfied.

(a) the Administrative Agent (or its counsel) shall have received from the other Parties hereto a counterpart of this Amendment signed on behalf of such Party.

(b) the representations and warranties contained in Article IV of the Amended Credit Agreement shall be true and correct in all material respects (without duplication of any materiality qualifier contained herein) as though made on and as of such date (and each Borrower shall be deemed to have so made each representation and warranty on and as of such date).

(c) no event shall have occurred, or would result from the execution and delivery of this Amendment that, with the giving of notice or lapse of time or both, if required, constitutes, or would give rise to, a Default or an Event of Default.

(d) no injunction, writ, judgment, decree, restraining order, or other order of any nature shall have been issued and remain in force by any Governmental Authority or arbitrator against any Obligor, the Agent, any Lender or the ABL DIP Agent or any ABL DIP Credit Lender or letter of credit issuing bank prohibiting or restraining, directly or indirectly, and no other legal bar shall exist directly or indirectly to, the execution and delivery of this Amendment.

(e) The execution and delivery of the Amendment shall not violate any requirement of Applicable Law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) The Administrative Borrower shall have notified the ABL DIP Agent and any other parties that require notice pursuant to the Chapter 11 Cases.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. All notices hereunder shall be given in accordance with the provisions of Section 10.3 of the Amended Credit Agreement.

Section 4.2 Governing Law; Waiver of Jury Trial.

(a) Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the choice of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law).

(b) WAIVER OF JURY TRIAL. THE OBLIGORS, THE LENDERS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER.

Section 4.3 Integration; Inconsistency. This Amendment, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document (other than the Intercreditor Agreement) is inconsistent with or conflicts with a comparable or similar provision appearing in this Amendment, the comparable or similar provision in this Amendment shall govern.

Section 4.4 Advice from Independent Counsel. The parties hereto understand that this Amendment is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Amendment and that it is satisfied with its legal counsel and the advice received from it.

Section 4.5 Binding Effect; No Assignment by Borrower. This Amendment shall be binding upon and inure to the benefit of the Obligors, the Lenders, the Agent and their respective successors and assigns; provided, however, no Obligor may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of the Administrative Agent and all Lenders.

Section 4.6 Loan Document. This Amendment is a Loan Document executed pursuant to the Amended Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.7 Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered (including by PDF or facsimile transmission, which shall be as effective as delivery of a manually executed counterpart hereof) shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 4.8 Severability of Provisions. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 4.9 Reaffirmation. Each of the Obligors hereby consents to this Amendment and the transactions contemplated hereby, and hereby confirms its respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Loan Documents to which it is party, and agrees that notwithstanding the effectiveness of this Amendment and the consummation of the transactions contemplated hereby, such guarantees, pledges, grants of security interests and other agreements shall continue to be in full force and effect and shall accrue to the benefit of the Lenders under the Amended Credit Agreement. Each of the Obligors further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent to ensure compliance by such Obligor with Section 5.14 (“Further Assurances”) of the Amended Credit Agreement and hereby reaffirms its obligations under each similar provision of each Loan Document to which it is party.

Section 4.10 No Novation. Neither this Amendment nor the transactions contemplated hereby shall extinguish the Loans outstanding under the Existing Credit Agreement or release the Liens granted under the Loan Documents. Nothing herein contained shall be construed as a substitution or novation of the Loans outstanding under the Existing Credit Agreement, which shall remain outstanding after the Amendment Effective Date as modified hereby. Each of the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect except to the extent modified hereby or in connection herewith.

Section 4.11 Payment of Expenses. The Borrower agrees to pay and reimburse the Administrative Agent and the Lenders for all of its out-of-pocket costs and reasonable expenses incurred to date in connection with this Amendment and the other Loan Documents, including, without limitation, the disbursements of legal counsel expenses to the Administrative Agent and the Lenders.

Section 4.12 Conflict. In the event of a conflict between this Amendment and the Final Order, the Final Order shall govern.

[Remainder of Page Intentionally Left Blank]

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

BORROWERS:

SCHOOL SPECIALTY, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President and Chief Executive Officer

CLASSROOMDIRECT.COM, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

DELTA EDUCATION, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SPORTIME, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

CHILDCRAFT EDUCATION CORP.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

BIRD-IN-HAND WOODWORKS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP First Amendment]

CALIFONE INTERNATIONAL, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

PREMIER AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

GUARANTORS:

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP First Amendment]

U.S. BANK NATIONAL ASSOCIATION, as Administrative
Agent and as Collateral Agent

By: /s/ James A Hanley
Name: James A Hanley
Title: Vice President

[Signature Page to DIP First Amendment]

U.S. BANK NATIONAL ASSOCIATION, as Administrative
Agent and as Collateral Agent

By: /s/ James A Hanley
Name: James A Hanley
Title: Vice President

[Signature Page to DIP First Amendment]

LENDERS:

J. GOLDMAN MASTER FUND, L.P, as Lender

By: J. GOLDMAN & CO, LP, as investment advisor

By: /s/ Adam J. Reback

Name: Adam J. Reback

Title: CCO

[Signature Page to DIP First Amendment]

SHELBY CULLOM DAVIS CHARITABLE FUND, INC.,
as Lender

By: /s/ Keith J. Sabol
Name: Keith J. Sabol
Title: Portfolio Manager

[Signature Page to DIP First Amendment]

DAVIS APPRECIATION AND INCOME FUND,
as Lender

By: /s/ Keith J. Sabol
Name: Keith J. Sabol
Title: Portfolio Manager

[Signature Page to DIP First Amendment]

HUDSON BAY DISTRESSED MASTER FUND
LLC., as Lender

By: /s/ Charles Winkler
Name: Charles Winkler
Title: Partner

[Signature Page to DIP First Amendment]

BULWARKBAY CREDIT OPPORTUNITIES MASTER
FUND LTD, as Lender

By: /s/ Michael Hamm
Name: Michael Hamm
Title: Portfolio Manager

[Signature Page to DIP First Amendment]

ANSON CATALYST MASTER FUND LP, as Lender

By: M5V ADVISORS INC., as advisors to ANSON
CATALYST MASTER FUND LP

By: /s/ Adam Spears

Name: Adam Spears

Title: Director

[Signature Page to DIP First Amendment]

WOLVERINE FLAGSHIP FUND TRADING
LIMITED, as Lender

By: /s/ Ken Nadel

Name: Ken Nadel

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

BLUE CROSS OF CALIFORNIA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

Q OPPORTUNITY FUND, LTD., as Lender

By: AMALGAMATED GADGET, L.P. as Investment Manager

By: SCEPTER HOLDINGS, INC., its General Partner

By:

Name: _____

Title:

[Signature Page to DIP First Amendment]

CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE CATHOLIC MUTUAL RELIEF SOCIETY
RETIREMENT PLAN AND TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE CATHOLIC RELIEF INSURANCE COMPANY OF
AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

CENTURY NATIONAL INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

DESERET HEALTHCARE EMPLOYEE BENEFITS
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

DESERET MUTUAL RETIREE MEDICAL & LIFE PLAN
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

DESERET MUTUAL EMPLOYEE PENSION
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

DOW RETIREMENT GROUP TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

ALEX GREEN IRA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

LOCKHEED MARTIN CORPORATION MASTER
RETIREMENT TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

NATIONAL RAILROAD RETIREMENT
INVESTMENT TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

PROTECTIVE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE NORTHERN TRUST AS TRUSTEE OF
THE CENTURYLINK, INC. DEFINED BENEFIT
MASTER TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE NORTHERN TRUST AS TRUSTEE OF
THE CENTURYLINK, INC. DEFINED BENEFIT
MASTER TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

SAGICOR LIFE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

STARVEST CONVERTIBLE SECURITIES FUND
LTD.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

TEACHERS' RETIREMENT SYSTEM OF THE CITY OF
NEW YORK

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

VIRGINIA RETIREMENT SYSTEM

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

VIRGINIA RETIREMENT SYSTEM

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

WELLMARK INC. (IOWA)

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

WELLMARK OF SOUTH DAKOTA INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

ZAZOVE AGGRESSIVE GROWTH FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

ZAZBOND LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

ZAZOVE CONVERTIBLE SECURITIES FUND, INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

ZAZOVE HIGH YIELD CONVERTIBLE
SECURITIES FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

EDGEWOOD COMMERCIAL VILLAGE, LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

GLENBROOK PARTNERS LP

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE STUART AND PAULA SAGAN FAMILY
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

THE ZISSIS FAMILY TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP First Amendment]

AMENDMENT NO. 2

Dated as of May 3, 2013

to the

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of February 27, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,
and
PREMIER AGENDAS, INC.,

as Borrowers,

SELECT AGENDAS, CORP.,
FREY SCIENTIFIC, INC.,
and
SAX ARTS & CRAFTS, INC.,

as Guarantors,

THE LENDERS,

as defined herein,

and

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and as Collateral Agent

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AMENDMENT NO. 2
to
SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

This AMENDMENT NO. 2 is dated as of May 3, 2013 (this "Amendment") to the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, entered into by and among School Specialty, Inc., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc. a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc. and Sax Arts & Crafts, Inc., each a Delaware corporation, each a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor hereunder and party hereto from time to time in accordance with Section 5.8 therein, each of the lenders appearing on the signature pages hereof, together with such other lenders as may from time to time become a party to this Amendment pursuant to the terms and conditions of Article VIII thereof (collectively, the "Lenders"), and U.S. Bank National Association ("U.S. Bank"), in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"), and in its separate capacity as collateral agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent" and, collectively with the Administrative Agent, the "Agent") (such Senior Secured Super Priority Debtor-in-Possession Credit Agreement as in effect on the date hereof, together with all schedules, exhibits and amendments thereto effective on the date hereof, the "Existing Credit Agreement").

RECITALS:

A. The Borrowers and Guarantors (other than Select Agendas, Corp.) have commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

B. The Bankruptcy Court has entered an Interim Order and Final Order pursuant to which Administrative Agent and Lenders may make post-petition term loans to Borrowers secured by substantially all the assets and properties of the Obligors as set forth in the Interim Order or Final Order, as applicable, and this Amendment.

C. The Borrowers, the Guarantors, the Lenders and the Agent are parties to the Existing Credit Agreement and one or more of the Loan Documents.

D. The Parties hereto have agreed, upon the terms and subject to the conditions set forth herein, that the Existing Credit Agreement be amended as set forth herein (as so amended, the "Amended Credit Agreement").

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used but not defined herein shall, unless the context otherwise requires, have the meanings assigned to such terms in the Amended Credit Agreement.

ARTICLE II
AMENDMENTS TO EXISTING
CREDIT AGREEMENT

Section 2.1 Amendments to the Existing Credit Agreement.

(a) Repayment of Loans; Representations; Joint and Several Liability. Section 2.5(a) of the Existing Credit Agreement is hereby amended by deleting the text thereof and inserting in lieu thereof the following:

"The Borrowers hereby unconditionally promise to pay to the Administrative Agent for itself and the account of each Lender in cash in Dollars in immediately available funds the then unpaid amount of each Loan and any other Obligations on the Maturity Date, or on such prior date as may be required by the terms of this Agreement (including, without limitation, upon the Termination Date); provided, however, that to the extent the Borrowers are unable to pay the Obligations in full and in cash upon the effective date of the Borrower's plan of reorganization as required by Section 1129(a)(9)(A) of the Bankruptcy Code and Section 8.12 of the ABL DIP Credit Agreement, the Lenders will, notwithstanding anything herein to the contrary, accept alternative consideration in the form of capital stock of reorganized School Specialty for that portion of the Obligations that cannot be paid to the Lenders in cash; provided, further, however, that the amount and terms of such consideration alternative must be satisfactory to the Required Lenders in their sole discretion."

(b) Post-Closing Obligations. Schedule 5.16 of the Existing Credit Agreement is amended by deleting the second entry in the column under Due Date and inserting in lieu thereof the following:

"No later than May 31, 2013"

(c) Milestones.

(i) Item (ii) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting “56” in the first line thereof and inserting in lieu thereof the following:

“58”

(ii) Item (iii) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting “59” in the first line thereof and inserting in lieu thereof the following:

“62”

(iii) Item (vi) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting “80” in the first line thereof and inserting in lieu thereof the following:

“84”

ARTICLE III
CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent. This Amendment shall become effective on the date (the “Amendment Effective Date”) that all of the following conditions have been satisfied.

(a) the Administrative Agent (or its counsel) shall have received from the other Parties hereto a counterpart of this Amendment signed on behalf of such Party.

(b) the representations and warranties contained in Article IV of the Amended Credit Agreement shall be true and correct in all material respects (without duplication of any materiality qualifier contained herein) as though made on and as of such date (and each Borrower shall be deemed to have so made each representation and warranty on and as of such date).

(c) no event shall have occurred, or would result from the execution and delivery of this Amendment that, with the giving of notice or lapse of time or both, if required, constitutes, or would give rise to, a Default or an Event of Default.

(d) no injunction, writ, judgment, decree, restraining order, or other order of any nature shall have been issued and remain in force by any Governmental Authority or arbitrator against any Obligor, the Agent, any Lender or the ABL DIP Agent or any ABL DIP Credit Lender or letter of credit issuing bank prohibiting or restraining, directly or indirectly, and no other legal bar shall exist directly or indirectly to, the execution and delivery of this Amendment.

(e) The execution and delivery of the Amendment shall not violate any requirement of Applicable Law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) The Administrative Borrower shall have notified the ABL DIP Agent and any other parties that require notice pursuant to the Chapter 11 Cases.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. All notices hereunder shall be given in accordance with the provisions of Section 10.3 of the Amended Credit Agreement.

Section 4.2 Governing Law; Waiver of Jury Trial.

(a) Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the choice of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law).

(b) WAIVER OF JURY TRIAL. THE OBLIGORS, THE LENDERS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER.

Section 4.3 Integration; Inconsistency. This Amendment, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document (other than the Intercreditor Agreement) is inconsistent with or conflicts with a comparable or similar provision appearing in this Amendment, the comparable or similar provision in this Amendment shall govern.

Section 4.4 Advice from Independent Counsel. The parties hereto understand that this Amendment is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Amendment and that it is satisfied with its legal counsel and the advice received from it.

Section 4.5 Binding Effect; No Assignment by Borrower. This Amendment shall be binding upon and inure to the benefit of the Obligors, the Lenders, the Agent and their respective successors and assigns; provided, however, no Obligor may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of the Administrative Agent and all Lenders.

Section 4.6 Loan Document. This Amendment is a Loan Document executed pursuant to the Amended Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.7 Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered (including by PDF or facsimile transmission, which shall be as effective as delivery of a manually executed counterpart hereof) shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 4.8 Severability of Provisions. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 4.9 Reaffirmation. Each of the Obligors hereby consents to this Amendment and the transactions contemplated hereby, and hereby confirms its respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Loan Documents to which it is party, and agrees that notwithstanding the effectiveness of this Amendment and the consummation of the transactions contemplated hereby, such guarantees, pledges, grants of security interests and other agreements shall continue to be in full force and effect and shall accrue to the benefit of the Lenders under the Amended Credit Agreement. Each of the Obligors further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent to ensure compliance by such Obligor with Section 5.14 (“Further Assurances”) of the Amended Credit Agreement and hereby reaffirms its obligations under each similar provision of each Loan Document to which it is party.

Section 4.10 No Novation. Neither this Amendment nor the transactions contemplated hereby shall extinguish the Loans outstanding under the Existing Credit Agreement or release the Liens granted under the Loan Documents. Nothing herein contained shall be construed as a substitution or novation of the Loans outstanding under the Existing Credit Agreement, which shall remain outstanding after the Amendment Effective Date as modified hereby. Each of the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect except to the extent modified hereby or in connection herewith.

Section 4.11 Payment of Expenses. The Borrower agrees to pay and reimburse the Administrative Agent and the Lenders for all of its out-of-pocket costs and reasonable expenses incurred to date in connection with this Amendment and the other Loan Documents, including, without limitation, the disbursements of legal counsel expenses to the Administrative Agent and the Lenders.

Section 4.12 Conflict. In the event of a conflict between this Amendment and the Final Order, the Final Order shall govern.

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

BORROWERS:

SCHOOL SPECIALTY, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President and Chief Executive Officer

CLASSROOMDIRECT.COM, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

DELTA EDUCATION, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

SPORTIME, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

CHILDCRAFT EDUCATION CORP.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

BIRD-IN-HAND WOODWORKS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP Second Amendment]

CALIFONE INTERNATIONAL, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

PREMIER AGENDAS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

GUARANTORS:

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

[Signature Page to DIP Second Amendment]

U.S. BANK NATIONAL ASSOCIATION, as
Administrative Agent and as Collateral Agent

By: /s/ James A Hanley

Name: James A Hanley

Title: Vice President

[Signature Page to DIP Second Amendment]

LENDERS:

DG VALUE PARTNERS II MASTER FUND, L.P.,
as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Second Amendment]

DG VALUE PARTNERS, L.P., as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Second Amendment]

SPECIAL SITUATIONS LLC, as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Second Amendment]

SPECIAL SITUATIONS X LLC, as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Second Amendment]

J. GOLDMAN MASTER FUND, L.P, as Lender

By: J. GOLDMAN & CO, LP, as investment advisor

By: /s/ Albert R. Seebo

Name: Albert R. Seebo

Title: CFO

[Signature Page to DIP Second Amendment]

DAVIS APPRECIATION AND INCOME FUND,
as Lender

By: /s/ Keith J. Sabol

Name: Keith J. Sabol

Title: Portfolio Manager

[Signature Page to DIP Second Amendment]

SHELBY CULLOM DAVIS CHARITABLE FUND, INC.,
as Lender

By: /s/ Keith J. Sabol

Name Keith J. Sabol

Title: Portfolio Manager

[Signature Page to DIP Second Amendment]

AG ONCON, LLC, as Lender

BY: Angelo, Gordon & Co., L.P., its manager

By: /s/ Michael L. Gordon

Name: Michael L. Gordon

Title: CIO

[Signature Page to DIP Second Amendment]

AG OFCON, LTD., as Lender

BY: Angelo, Gordon & Co., L.P., its manager

By: /s/ Michael L. Gordon

Name: Michael L. Gordon

Title: CIO

[Signature Page to DIP Second Amendment]

HUDSON BAY DISTRESSED MASTER FUND
LLC., as Lender

By: /s/ Marc Sole
Name: Marc Sole
Title: Authorized Signatory

[Signature Page to DIP Second Amendment]

WOLVERINE FLAGSHIP FUND TRADING
LIMITED, as Lender

By: /s/ Ken Nadel
Name: Ken Nadel
Title: Authorized Signatory

[Signature Page to DIP Second Amendment]

BULWARKBAY CREDIT OPPORTUNITIES
MASTER FUND LTD, as Lender

By: /s/ Michael Hanna
Name: Michael Hanna
Title: Portfolio Manager

[Signature Page to DIP Second Amendment]

STEEL EXCEL INC., as Lender

By: /s/ Jack Howard

Name: Jack Howard

Title: Vice Chairman

[Signature Page to DIP Second Amendment]

ANSON CATALYST MASTER FUND LP,
as Lender

By: M5V ADVISORS INC., as advisors to ANSON
CATALYST MASTER FUND LP

By: /s/ Jay Lubinsky

Name: Jay Lubinsky

Title: Principal

[Signature Page to DIP Second Amendment]

SCOGGIN INTERNATIONAL FUND, LTD.,
as Lender

By: /s/ Dev Chodry
Name: Dev Chodry
Title: Authorized Signatory

[Signature Page to DIP Second Amendment]

SCOGGIN CAPITAL MANAGEMENT II LLC,
as Lender

By: /s/ Dev Chodry
Name: Dev Chodry
Title: Authorized Signatory

[Signature Page to DIP Second Amendment]

SCOGGIN WORLDWIDE FUND, LTD.,
as Lender

By: /s/ Dev Chodry
Name: Dev Chodry
Title: Authorized Signatory

[Signature Page to DIP Second Amendment]

Q OPPORTUNITY FUND, LTD., as Lender

By: AMALGAMATED GADGET, L.P. as
Investment Manager

By: SCEPTER HOLDINGS, INC., its General
Partner

By: /s/ Noel Nesser

Name: Noel Nesser

Title: CFO

[Signature Page to DIP Second Amendment]

BLUE CROSS OF CALIFORNIA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE CATHOLIC MUTUAL RELIEF SOCIETY
RETIREMENT PLAN AND TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE CATHOLIC RELIEF INSURANCE
COMPANY OF AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

CENTURY NATIONAL INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

DESERET HEALTHCARE EMPLOYEE
BENEFITS TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

DESERET MUTUAL RETIREE MEDICAL & LIFE
PLAN TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

DESERET MUTUAL EMPLOYEE PENSION
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

DOW RETIREMENT GROUP TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

LOCKHEED MARTIN CORPORATION MASTER
RETIREMENT TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

NATIONAL RAILROAD RETIREMENT
INVESTMENT TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

PROTECTIVE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE NORTHERN TRUST AS TRUSTEE OF
THE CENTURYLINK, INC. DEFINED BENEFIT
MASTER TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE NORTHERN TRUST AS TRUSTEE OF
THE CENTURYLINK, INC. DEFINED BENEFIT
MASTER TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

SAGICOR LIFE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

STARVEST CONVERTIBLE SECURITIES FUND
LTD.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

TEACHERS' RETIREMENT SYSTEM OF THE
CITY OF NEW YORK

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

VIRGINIA RETIREMENT SYSTEM

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

WELLMARK INC. (IOWA)

By: ZAZOVÆ ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

WELLMARK OF SOUTH DAKOTA INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

ZAZOVE AGGRESSIVE GROWTH FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

ZAZBOND LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

ZAZOVE CONVERTIBLE SECURITIES FUND,
INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

ZAZOVE HIGH YIELD CONVERTIBLE
SECURITIES FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

EDGEWOOD COMMERCIAL VILLAGE, LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

GLENBROOK PARTNERS LP

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE STUART AND PAULA SAGAN FAMILY
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

THE ZISSIS FAMILY TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Second Amendment]

AMENDMENT NO. 3

Dated as of May 21, 2013

to the

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of February 27, 2013

among

SCHOOL SPECIALTY, INC.,
CLASSROOMDIRECT.COM, LLC,
DELTA EDUCATION, LLC,
SPORTIME, LLC,
CHILDCRAFT EDUCATION CORP.,
BIRD-IN-HAND WOODWORKS, INC.,
CALIFONE INTERNATIONAL, INC.,
and
PREMIER AGENDAS, INC.,

as Borrowers,

SELECT AGENDAS, CORP.,
FREY SCIENTIFIC, INC.,
and
SAX ARTS & CRAFTS, INC.,

as Guarantors,

THE LENDERS,

as defined herein,

and

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and as Collateral Agent

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AMENDMENT NO. 3
to
SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

This AMENDMENT NO. 3 is dated as of May 21, 2013 (this "Amendment") to the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, entered into by and among School Specialty, Inc., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower"), each of ClassroomDirect.com, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Childcraft Education Corp., a New York corporation, Bird-in-Hand Woodworks, Inc. a New Jersey corporation, Califone International, Inc. a Delaware corporation, and Premier Agendas, Inc., a Washington corporation (collectively, the "Subsidiary Borrowers" and, together with the Administrative Borrower, the "Borrowers"), Select Agendas, Corp., a Nova Scotia unlimited liability company, Frey Scientific, Inc. and Sax Arts & Crafts, Inc., each a Delaware corporation, each a Guarantor, each Subsidiary of the Administrative Borrower (other than the Subsidiary Borrowers) that becomes a Guarantor hereunder and party hereto from time to time in accordance with Section 5.8 therein, each of the lenders appearing on the signature pages hereof, together with such other lenders as may from time to time become a party to this Amendment pursuant to the terms and conditions of Article VIII thereof (collectively, the "Lenders"), and U.S. Bank National Association ("U.S. Bank"), in its separate capacity as administrative agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent"), and in its separate capacity as collateral agent for itself and all other Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent" and, collectively with the Administrative Agent, the "Agent") (such Senior Secured Super Priority Debtor-in-Possession Credit Agreement as in effect on the date hereof, together with all schedules, exhibits and amendments thereto effective on the date hereof, the "Existing Credit Agreement").

RECITALS:

A. The Borrowers and Guarantors (other than Select Agendas, Corp.) have commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and have retained possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

B. The Bankruptcy Court has entered an Interim Order and Final Order pursuant to which Administrative Agent and Lenders may make post-petition term loans to Borrowers secured by substantially all the assets and properties of the Obligor as set forth in the Interim Order or Final Order, as applicable, and this Amendment.

C. The Borrowers, the Guarantors, the Lenders and the Agent are parties to the Existing Credit Agreement and one or more of the Loan Documents.

D. The Parties hereto have agreed, upon the terms and subject to the conditions set forth herein, that the Existing Credit Agreement be amended as set forth herein (as so amended, the “Amended Credit Agreement”).

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used but not defined herein shall, unless the context otherwise requires, have the meanings assigned to such terms in the Amended Credit Agreement.

ARTICLE II
AMENDMENT TO EXISTING
CREDIT AGREEMENT

Section 2.1 Amendment to Schedule 5.18 (Milestones) of the Existing Credit Agreement. Item (vi) of Schedule 5.18 of the Existing Credit Agreement is hereby amended by deleting the number “84” in the first line thereof and inserting the number “91” in lieu thereof.

ARTICLE III
CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent. This Amendment shall become effective on the date (the “Amendment Effective Date”) that all of the following conditions have been satisfied.

- (a) the Administrative Agent (or its counsel) shall have received from the other Parties hereto a counterpart of this Amendment signed on behalf of such Party.
- (b) the representations and warranties contained in Article IV of the Amended Credit Agreement shall be true and correct in all material respects (without duplication of any materiality qualifier contained herein) as though made on and as of such date (and each Borrower shall be deemed to have so made each representation and warranty on and as of such date).
- (c) no event shall have occurred, or would result from the execution and delivery of this Amendment that, with the giving of notice or lapse of time or both, if required, constitutes, or would give rise to, a Default or an Event of Default.
- (d) no injunction, writ, judgment, decree, restraining order, or other order of any nature shall have been issued and remain in force by any Governmental Authority or arbitrator against any Obligor, the Agent, any Lender or the ABL DIP Agent or any ABL DIP Credit Lender or letter of credit issuing bank prohibiting or restraining, directly or indirectly, and no other legal bar shall exist directly or indirectly to, the execution and delivery of this Amendment.

(e) The execution and delivery of the Amendment shall not violate any requirement of Applicable Law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) The Administrative Borrower shall have notified the ABL DIP Agent and any other parties that require notice pursuant to the Chapter 11 Cases.

ARTICLE IV MISCELLANEOUS

Section 4.1 Notices. All notices hereunder shall be given in accordance with the provisions of Section 10.3 of the Amended Credit Agreement.

Section 4.2 Governing Law; Waiver of Jury Trial.

(a) Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the choice of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law).

(b) WAIVER OF JURY TRIAL. THE OBLIGORS, THE LENDERS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER.

Section 4.3 Integration; Inconsistency. This Amendment, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document (other than the Intercreditor Agreement) is inconsistent with or conflicts with a comparable or similar provision appearing in this Amendment, the comparable or similar provision in this Amendment shall govern.

Section 4.4 Advice from Independent Counsel. The parties hereto understand that this Amendment is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Amendment and that it is satisfied with its legal counsel and the advice received from it.

Section 4.5 Binding Effect; No Assignment by Borrower. This Amendment shall be binding upon and inure to the benefit of the Obligors, the Lenders, the Agent and their respective successors and assigns; provided, however, no Obligor may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of the Administrative Agent and all Lenders.

Section 4.6 Loan Document. This Amendment is a Loan Document executed pursuant to the Amended Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.7 Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered (including by PDF or facsimile transmission, which shall be as effective as delivery of a manually executed counterpart hereof) shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 4.8 Severability of Provisions. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 4.9 Reaffirmation. Each of the Obligors hereby consents to this Amendment and the transactions contemplated hereby, and hereby confirms its respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Loan Documents to which it is party, and agrees that notwithstanding the effectiveness of this Amendment and the consummation of the transactions contemplated hereby, such guarantees, pledges, grants of security interests and other agreements shall continue to be in full force and effect and shall accrue to the benefit of the Lenders under the Amended Credit Agreement. Each of the Obligors further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent to ensure compliance by such Obligor with Section 5.14 (“Further Assurances”) of the Amended Credit Agreement and hereby reaffirms its obligations under each similar provision of each Loan Document to which it is party.

Section 4.10 No Novation. Neither this Amendment nor the transactions contemplated hereby shall extinguish the Loans outstanding under the Existing Credit Agreement or release the Liens granted under the Loan Documents. Nothing herein contained shall be construed as a substitution or novation of the Loans outstanding under the Existing Credit Agreement, which shall remain outstanding after the Amendment Effective Date as modified hereby. Each of the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect except to the extent modified hereby or in connection herewith.

Section 4.11 Payment of Expenses. The Borrower agrees to pay and reimburse the Administrative Agent and the Lenders for all of its out-of-pocket costs and reasonable expenses incurred to date in connection with this Amendment and the other Loan Documents, including, without limitation, the disbursements of legal counsel expenses to the Administrative Agent and the Lenders.

Section 4.12 Conflict. In the event of a conflict between this Amendment and the Final Order, the Final Order shall govern.

[Remainder of Page Intentionally Left Blank]

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

BORROWERS:

SCHOOL SPECIALTY, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President and Chief Executive Officer

CLASSROOMDIRECT.COM, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

DELTA EDUCATION, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

SPORTIME, LLC,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

CHILDCRAFT EDUCATION CORP.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

BIRD-IN-HAND WOODWORKS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP Third Amendment]

CALIFONE INTERNATIONAL, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

PREMIER AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: Executive Vice President

GUARANTORS:

SELECT AGENDAS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

FREY SCIENTIFIC, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

SAX ARTS & CRAFTS, INC.,

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President

[Signature Page to DIP Third Amendment]

U.S. BANK NATIONAL ASSOCIATION, as
Administrative Agent and as Collateral Agent

By: /s/ James A. Hanley
Name: James A. Hanley
Title: Vice President

[Signature Page to DIP Third Amendment]

LENDERS:

DG VALUE PARTNERS II MASTER FUND, L.P.,
as Lender

By: _____

Name:

Title:

[Signature Page to DIP Third Amendment]

DG VALUE PARTNERS, L.P., as Lender

By: _____
Name:
Title:

[Signature Page to DIP Third Amendment]

SPECIAL SITUATIONS LLC, as Lender

By: _____
Name:
Title:

[Signature Page to DIP Third Amendment]

SPECIAL SITUATIONS X LLC, as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

J. GOLDMAN MASTER FUND, L.P, as Lender

By: J. GOLDMAN & CO, LP, as investment advisor

By: _____

Name:

Title:

[Signature Page to DIP Third Amendment]

DAVIS APPRECIATION AND INCOME FUND,
as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

SHELBY CULLOM DAVIS CHARITABLE FUND,
INC., as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

AG ONCON, LLC, as Lender

BY: Angelo, Gordon & Co., L.P., its manager

By: _____

Name:

Title:

[Signature Page to DIP Third Amendment]

AG OFCON, LTD., as Lender

BY: Angelo, Gordon & Co., L.P., its manager

By: _____

Name:

Title:

[Signature Page to DIP Third Amendment]

HUDSON BAY DISTRESSED MASTER FUND
LLC., as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

WOLVERINE FLAGSHIP FUND TRADING
LIMITED, as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

BULWARKBAY CREDIT OPPORTUNITIES
MASTER FUND LTD, as Lender

By: BULWARKBAY INVESTMENT GROUP LLC,
its investment manager

Name:

Title:

[Signature Page to DIP Third Amendment]

STEEL EXCEL INC., as Lender

By: _____
Name:
Title:

[Signature Page to DIP Third Amendment]

ANSON CATALYST MASTER FUND LP,
as Lender

By: M5V ADVISORS INC., as advisors to ANSON
CATALYST MASTER FUND LP

By: _____
Name:
Title:

[Signature Page to DIP Third Amendment]

SCOGGIN INTERNATIONAL FUND, LTD.,
as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

SCOGGIN CAPITAL MANAGEMENT II LLC,
as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

SCOGGIN WORLDWIDE FUND, LTD.,
as Lender

By:
Name:
Title:

[Signature Page to DIP Third Amendment]

Q OPPORTUNITY FUND, LTD., as Lender

By: AMALGAMATED GADGET, L.P. as
Investment Manager

By: SCEPTER HOLDINGS, INC., its General
Partner

By:

Name:

Title:

[Signature Page to DIP Third Amendment]

BLUE CROSS OF CALIFORNIA

By: ZAZOVE ASSOCIATES LLC

By: _____

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

CATHOLIC MUTUAL RELIEF SOCIETY OF
AMERICA

By: ZAZOVE ASSOCIATES LLC

By: _____
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

THE CATHOLIC MUTUAL RELIEF SOCIETY
RETIREMENT PLAN AND TRUST

By: ZAZOVE ASSOCIATES LLC

By: _____
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

THE CATHOLIC RELIEF INSURANCE
COMPANY OF AMERICA

By: ZAZOVE ASSOCIATES LLC

By: _____
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

CENTURY NATIONAL INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By:

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

DESERET HEALTHCARE EMPLOYEE
BENEFITS TRUST

By: ZAZOVE ASSOCIATES LLC

By: _____
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

DESERET MUTUAL RETIREE MEDICAL & LIFE
PLAN TRUST

By: ZAZOVE ASSOCIATES LLC

By:
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

DESERET MUTUAL EMPLOYEE PENSION
TRUST

By: ZAZOVE ASSOCIATES LLC

By: _____
Name: Steven M. Kleiman
Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

DOW RETIREMENT GROUP TRUST

By: ZAZOVE ASSOCIATES LLC

By: _____

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Third Amendment]

DG VALUE PARTNERS II MASTER FUND, L.P., as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Agreement]

DG VALUE PARTNERS, L.P., as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Agreement]

SPECIAL SITUATIONS LLC, as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Agreement]

SPECIAL SITUATIONS X LLC, as Lender

By: /s/ Dov Gertzulin

Name: Dov Gertzulin

Title: Managing Member

[Signature Page to DIP Agreement]

J. GOLDMAN MASTER FUND, L.P, as Lender

By: /s/ Adam J. Reback

Name: Adam J. Reback

Title: CCO

[Signature Page to DIP Agreement]

DAVIS APPRECIATION AND INCOME FUND, as Lender

By: /s/ Keith J. Sabol

Name: Keith J. Sabol

Title: Portfolio Manager

[Signature Page to DIP Agreement]

SHELBY CULLOM DAVIS CHARITABLE FUND, INC.,
as Lender

By: /s/ Keith J. Sabol
Name: Keith J. Sabol
Title: Portfolio Manager

[Signature Page to DIP Agreement]

AG ONCON, LLC, as Lender

By: Angelo, Gordon & Co., L.P., its manager

By: /s/ Kirk Wickman

Name: Kirk Wickman

Title: CAO

[Signature Page to DIP Agreement]

AG OFCON, LTD., as Lender

By: Angelo, Gordon & Co., L.P., its manager

By: /s/ Kirk Wickman

Name: Kirk Wickman

Title: CAO

[Signature Page to DIP Agreement]

HUDSON BAY DISTRESSED MASTER FUND LLC.,
as Lender

By: /s/ Charles Winkler
Name: Charles Winkler
Title: COO

[Signature Page to DIP Agreement]

WOLVERINE FLAGSHIP FUND TRADING LIMITED,
as Lender

By: /s/ Ken Nadel
Name: Ken Nadel
Title: Chief Operating Officer

[Signature Page to DIP Agreement]

BULWARKBAY CREDIT OPPORTUNITIES MASTER
FUND LTD, as Lender

By: /s/ Michael Hanna
Name: Michael Hanna
Title: Portfolio Manager

[Signature Page to DIP Agreement]

ANSON CATALYST MASTER FUND LP, as Lender

By: M5V ADVISORS INC., as advisors to ANSON
CATALYST MASTER FUND LP

By: /s/ Bruce Winson

Name: Bruce Winson

Title: Director

[Signature Page to DIP Agreement]

STEEL EXCEL INC., as Lender

By: /s/ Jack Howard

Name: Jack Howard

Title: Vice Chairman

[Signature Page to DIP Agreement]

SCOGGIN INTERNATIONAL FUND, LTD., as Lender

By: /s/ Dev Chodry

Name: Dev Chodry

Title: Authorized Signatory

[Signature Page to DIP Agreement]

SCOGGIN CAPITAL MANAGEMENT II LLC, as Lender

By: /s/ Dev Chodry

Name: Dev Chodry

Title: Authorized Signatory

[Signature Page to DIP Agreement]

SCOGGIN WORLDWIDE FUND, LTD., as Lender

By: /s/ Dev Chodry

Name: Dev Chodry

Title: Managing Member

[Signature Page to DIP Agreement]

Q OPPORTUNITY FUND, LTD., as Lender

By: AMALGAMATED GADGET, L.P. as Investment
Manager

By: SCEPTER HOLDINGS, INC., its General Partner

By: /s/ Noel Nesser

Name: Noel Nesser

Title: CFO

[Signature Page to DIP Agreement]

BLUE CROSS OF CALIFORNIA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

ALEX GREEN IRA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

LOCKHEED MARTIN CORPORATION MASTER
RETIREMENT TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE CATHOLIC MUTUAL RELIEF SOCIETY
RETIREMENT PLAN AND TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE CATHOLIC RELIEF INSURANCE COMPANY OF
AMERICA

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

CENTURY NATIONAL INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

DESERET HEALTHCARE EMPLOYEE BENEFITS
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

DESERET MUTUAL RETIREE MEDICAL & LIFE PLAN
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

DESERET MUTUAL EMPLOYEE PENSION TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

DOW RETIREMENT GROUP TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

NATIONAL RAILROAD RETIREMENT INVESTMENT
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

PROTECTIVE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE NORTHERN TRUST AS TRUSTEE OF THE
CENTURYLINK, INC. DEFINED BENEFIT MASTER
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE NORTHERN TRUST AS TRUSTEE OF THE
CENTURYLINK, INC. DEFINED BENEFIT MASTER
TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

SAGICOR LIFE INSURANCE COMPANY

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

STARVEST CONVERTIBLE SECURITIES FUND LTD.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

TEACHERS' RETIREMENT SYSTEM OF THE CITY OF
NEW YORK

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

VIRGINIA RETIREMENT SYSTEM

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

VIRGINIA RETIREMENT SYSTEM

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

WELLMARK INC. (IOWA)

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

WELLMARK OF SOUTH DAKOTA INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

ZAZOVE AGGRESSIVE GROWTH FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

ZAZBOND MASTER LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

ZAZOVE CONVERTIBLE SECURITIES FUND, INC.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

ZAZOVE HIGH YIELD CONVERTIBLE SECURITIES
FUND, L.P.

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

EDGEWOOD COMMERCIAL VILLAGE, LLC

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

GLENBROOK PARTNERS LP

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE STUART AND PAULA SAGAN FAMILY TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

THE ZISSIS FAMILY TRUST

By: ZAZOVE ASSOCIATES LLC

By: /s/ Steven M. Kleiman

Name: Steven M. Kleiman

Title: Chief Operating Officer

[Signature Page to DIP Agreement]

U.S. BANK NATIONAL ASSOCIATION, as Administrative
Agent and as Collateral Agent

By: /s/ James A Hanley
Name: James A Hanley

[Signature Page to DIP Agreement]

LOAN AGREEMENT

Dated as of June 11, 2013

**SCHOOL SPECIALTY, INC. and
certain of its Subsidiaries,**

as Borrowers and Guarantors

BANK OF AMERICA, N.A.,

as Agent

SUNTRUST BANK,
as Syndication Agent,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
and
SUNTRUST ROBINSON HUMPHREY, INC.,

as Joint Lead Arrangers and Bookrunners

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LOAN AGREEMENT

THIS LOAN AGREEMENT is dated as of June 11, 2013, among **SCHOOL SPECIALTY, INC.**, a Delaware corporation (“Company”), certain Subsidiaries of Company party hereto (collectively, “Subsidiary Borrowers” and each, a “Subsidiary Borrower” and together with Company, collectively, “Borrowers” and each, a “Borrower”), the other Guarantors party hereto, the financial institutions party to this Agreement from time to time as lenders (collectively, “Lenders”), **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Lenders (“Agent”), **SUNTRUST BANK**, as Syndication Agent (in such capacity, “Syndication Agent”) and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and SUNTRUST ROBINSON HUMPHREY, INC., as Joint Lead Arrangers (in such capacity, “Lead Arrangers”) and as Joint Bookrunners.

RECITALS:

Borrowers and certain of their respective Subsidiaries (such term and each other capitalized term used but not otherwise defined in this introductory statement having the meaning specified in **Section 1**) are currently debtors in reorganization proceedings (the “Bankruptcy Proceedings”) under the Bankruptcy Code in the Bankruptcy Court in jointly administered cases No. 13-10125(KJC).

Borrowers have filed their Disclosure Statement for the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 931] (including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the “Disclosure Statement”). In addition, on May 21, 2013, Borrowers filed their Second Amended Joint Plan of Reorganization and on May 23, 2013 the Bankruptcy Court entered its Final Order Approving the Disclosure Statement and Findings Of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming the Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code.

In addition to the Loans and other extensions of credit to be provided hereunder, on the Closing Date, Company and certain of its Subsidiaries will enter into the Term Loan Agreement, which will be secured by a first priority security interest in the Term Priority Collateral and a second priority security interest in the ABL Priority Collateral. The Obligations hereunder will be secured by a first priority security interest in the ABL Priority Collateral and a second priority security interest in the Term Priority Collateral.

Borrowers have requested that Lenders provide a revolving credit facility to Borrowers to finance the mutual and collective business enterprise of Borrowers and Guarantors. Lenders are willing to provide the credit facility on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

ABL DIP Cash Collateral Account: the Cash Collateral Account holding the Expense Deposit Cash Collateral, each as defined in and pursuant to that certain letter agreement, dated the date hereof, among Wells Fargo Capital Finance, LLC, as administrative agent, Company and certain of its Subsidiaries party thereto,

ABL Priority Collateral: any “ABL Priority Collateral” as defined in the Intercreditor Agreement.

Account: as defined in the UCC, including all rights to payment for goods sold or leased, or for services rendered.

Account Debtor: a Person obligated under an Account, Chattel Paper or General Intangible.

Accounts Formula Amount: 85% of the Value of Eligible Accounts; provided, however, that such percentage shall be reduced by 1.00% for each percentage point (or portion thereof) that the Dilution Percent exceeds 5.00%.

Acquisition: a transaction or series of transactions resulting in (a) acquisition of a business, division, or substantially all assets of a Person; (b) record or beneficial ownership of 50% or more of the Equity Interests of a Person; or (c) merger, consolidation or combination of a Borrower or Subsidiary with another Person.

Affiliate: with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, for purposes of **Section 10.2.17** and **Section 13.3.3**, the term "Affiliate" shall also include any Person that directly or indirectly owns 5% or more of any class of Equity Interests of the Person specified or that is an officer or director of the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings.

Affiliate Subordination Agreement: an Affiliate Subordination Agreement in the form of **Exhibit D** pursuant to which intercompany obligations and advances owed by any Obligor to any Subsidiary that is not an Obligor are subordinated to the Obligations.

Agent: as defined in the Preamble hereto.

Agent Indemnitees: Agent and its officers, directors, employees, Affiliates, agents and attorneys.

Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

Agreement Value: for each Hedging Agreement, on any date of determination, the maximum aggregate amount (giving effect to any netting agreements) that a Borrower or Subsidiary would be required to pay if such Hedging Agreement was terminated on such date.

Allocable Amount: as defined in **Section 5.10.3**.

Anti-Terrorism Law: any law relating to terrorism or money laundering, including the Patriot Act.

Applicable Law: all laws, rules, regulations and governmental guidelines applicable to the Person, conduct, transaction, agreement or matter in question, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities.

Applicable Margin: the margin set forth below, as determined by the Fixed Charge Coverage Ratio for the last twelve-month period:

<u>Level</u>	<u>Fixed Charge Coverage Ratio</u>	<u>Base Rate Loans</u>	<u>LIBOR Loans</u>
I	≥ 1.75 to 1.00	1.00%	2.00%
II	≥ 1.25 to 1.00 < 1.75 to 1.00	1.25%	2.25%
III	< 1.25 to 1:00	1.50%	2.50%

Until September 30, 2013 margins shall be determined as if Level II were applicable. Thereafter, margins shall be subject to increase or decrease by Agent on the first day of each calendar month based upon the Fixed Charge Coverage Ratio reported on the Compliance Certificate required to be delivered during the prior month. If, by the first day of a month, any financial statement or Compliance Certificate due in the preceding month has not been received, then, at the option of Agent or Required Lenders, margins shall be determined as if Level III were applicable until the first day of the calendar month following actual receipt.

Approved Fund: any Person (other than a natural Person) engaged in making, purchasing, holding or otherwise investing in commercial loans in its ordinary course of activities.

Asset Disposition: a sale, lease, license, consignment, transfer or other disposition of Property of an Obligor, including a disposition of Property in connection with a sale-leaseback transaction or synthetic lease.

Asset Review and Approval Conditions: with respect to any Permitted Acquisition in respect of which the Accounts acquired therein or thereby are requested to be included in the Borrowing Base, Agent shall have completed its review of such assets, including to the extent required by the last paragraph of the definitions of "Eligible Account," "Eligible Credit Card Account," or "Eligible Inventory" or **Section 10.1.14**, field examinations and appraisals as Agent shall in its Reasonable Credit Judgment require; it being acknowledged and agreed that (a) such additional assets, if any, to be included in the Borrowing Base may be subject to different eligibility criteria or may require the imposition of additional reserves with respect thereto as Agent shall in its Reasonable Credit Judgment require and (b) prior to the inclusion of any additional assets in the Borrowing Base, all actions shall have been taken to ensure that Agent has a perfected and continuing first priority security interest in and Lien on such assets.

Assignment and Acceptance: an assignment agreement between a Lender and Eligible Assignee, in the form of **Exhibit A** or otherwise satisfactory to Agent.

Auto-Extension Letter of Credit: as defined in **Section 2.2.1(e)**.

Availability: the Borrowing Base minus Revolver Usage.

Availability Reserve: the sum (without duplication) of (a) the Inventory Reserve; (b) the Rent and Charges Reserve; (c) the Bank Product Reserve; (d) the Wisconsin Wage Protection Act Reserve; (e) the aggregate amount of liabilities secured by Liens upon Collateral that are senior to Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom); (f) the Prepetition Escrow Reserve, and (g) such additional reserves, in such amounts and with respect to such matters, as Agent in its Reasonable Credit Judgment may elect to impose from time to time.

Bank of America: Bank of America, N.A., a national banking association, and its successors and assigns.

Bank of America Indemnites: Bank of America and its officers, directors, employees, Affiliates, agents and attorneys.

Bank Product: any of the following products, services or facilities extended to any Borrower or Affiliate of a Borrower by Agent, a Lender or any of their respective Affiliates: (a) Cash Management Services; (b) products under Hedging Agreements; and (c) commercial credit card and merchant card services.

Bank Product Reserve: the aggregate amount of reserves established by Agent from time to time in its Reasonable Credit Judgment in respect of Secured Bank Product Obligations; provided that (x) any reserve in an amount not in excess of the total amount of Bank Product Obligations secured by the Collateral, shall be deemed to be a reserve established by Agent in its Reasonable Credit Judgment and (y) the aggregate amount of Bank Product Reserves in effect from time to time shall include the aggregate Bank Product Amount with respect to Hedging Agreements owing to any Secured Bank Product Provider, other than Bank of America or any of its Affiliates, at such time, as reported to Agent in a notice delivered pursuant to the definition of "Secured Bank Product Provider".

Bankruptcy Code: Title 11 of the United States Code entitled "Bankruptcy" as now and hereafter in effect (or any similar or equivalent legislation as in effect in any applicable jurisdiction), or any successor statutes.

Bankruptcy Court: the United States Bankruptcy Court for the District of Delaware.

Bankruptcy Proceedings: has the meaning given to it in the recitals hereto.

Base Rate: for any day, a per annum rate equal to the greater of (a) the Prime Rate for such day; (b) the Federal Funds Rate for such day, plus 0.50%; or (c) LIBOR for a 30 day interest period as of such day, plus 1.00%.

Base Rate Loan: any Loan that bears interest based on the Base Rate.

Base Rate Loan: a Loan that bears interest based on the Base Rate.

Board of Governors: the Board of Governors of the Federal Reserve System.

Borrowed Money: with respect to any Obligor, without duplication, its (a) Indebtedness that (i) arises from the lending of money by any Person to such Obligor, (ii) is evidenced by notes, drafts, bonds, debentures, credit documents or similar instruments, (iii) accrues interest or is a type upon which interest charges are customarily paid (excluding trade payables owing in the Ordinary Course of Business), or (iv) was issued or assumed as full or partial payment for Property; (b) Capital Leases; (c) reimbursement obligations with respect to letters of credit; and (d) guaranties of any Indebtedness of the foregoing types owing by another Person.

Borrower Agent: as defined in **Section 4.4**.

Borrower Materials: Borrowing Base Certificates, Compliance Certificates and other information, reports, financial statements and other materials delivered by Borrowers hereunder, as well as other Reports and information provided by Agent to Lenders.

Borrowers: as defined in the Preamble hereto.

Borrowing: a group of Loans that are made or converted together on the same day and have the same interest option and, if applicable, Interest Period.

Borrowing Base: on any date of determination, an amount equal to (a) the lesser of (i) the aggregate Commitments; or (ii) the sum of (w) the Accounts Formula Amount, plus (x) the Credit Card Formula Amount, plus (y) the Inventory Formula Amount, plus (z) during the months of March, April, May, June, July and August, the Seasonal Formula Amount, minus (b) the Availability Reserve.

Borrowing Base Certificate: a certificate, in form and substance satisfactory to Agent, by which Borrowers certify the Borrowing Base.

Business Day: any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, Chicago, IL or New York, NY, and if such day relates to a LIBOR Loan, any such day on which dealings in Dollar deposits are conducted between banks in the London interbank Eurodollar market.

Capital Expenditures: for any period, (a) the additions to property, plant and equipment, capitalized investment and development costs, and other capital expenditures of Company and its consolidated Subsidiaries that are (or should be) set forth in a consolidated statement of cash flows of Company for such period prepared in accordance with GAAP and (b) Capital Lease Obligations incurred by Company and its consolidated Subsidiaries during such period, but excluding in each case any such expenditure made to restore, replace or rebuild property to the condition of such property immediately prior to any damage, loss, destruction or condemnation of such property to the extent such expenditure is made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any such damage, loss, destruction or condemnation.

Capital Lease: any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, that is required to be capitalized for financial reporting purposes in accordance with GAAP; provided that the determination of whether a lease is to be treated as an operating lease or capital lease shall be made without giving effect to any change in accounting for leases pursuant to GAAP resulting from the implementation of proposed Accounting Standards Update (ASU) Leases (Topic 840) issued August 17, 2010.

Capital Lease Obligation: as to any Person shall mean the obligations of such Person to pay rent or other amounts under any Capital Lease.

Carson-Dellosa Drag-Along Sale: a disposition of the entirety of Obligor's Equity Interests in Carson-Dellosa Publishing, LLC, pursuant to the exercise by the CJE Members (as defined in the Operating Agreement of Carson-Dellosa Publishing, LLC) of their "drag-along rights" so as to require Obligor to dispose of such Equity Interests in accordance with the terms of Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC.

Cash Collateral: cash, and any interest or other income earned thereon, that is delivered to Agent to Cash Collateralize any Obligations.

Cash Collateral Account: a demand deposit, money market or other account established by Agent at such financial institution as Agent may select in its discretion, which account shall be subject to a Lien in favor of Agent.

Cash Collateralize: the delivery of cash to Agent, as security for the payment of Obligations, in an amount equal to (a) with respect to LC Obligations, 103% of the aggregate LC Obligations, and (b) with respect to any inchoate, contingent or other Obligations (including Secured Bank Product Obligations), Agent's good faith estimate of the amount due or to become due, including fees, expenses and indemnification hereunder. "Cash Collateralization" has a correlative meaning.

Cash Dominion Trigger Period: the period (a) commencing on any date in which a Specified Default or an Event of Default occurs or Availability is less than the greater of (i) \$17,500,000 and (ii) 10% of the Commitments at such time and (b) continuing until the first date thereafter on which no Specified Default or Event of Default has existed for 45 consecutive days and Availability has been at least the greater of (i) \$17,500,000 and (ii) 10% of the Commitments at all times for 45 consecutive days.

Cash Equivalents: (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of issuance thereof; (b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, the highest credit rating obtainable from Moody's or from S&P; (c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits at the date of acquisition thereof of not less than \$500,000,000 and that issues (or the parent of which issues) commercial paper rated at least "Prime 1" (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P; (d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in **clause (a)** above and entered into with a financial institution satisfying the criteria of **clause (c)** above; and (e) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in **clauses (a) through (d)** above.

Cash Management Services: services relating to operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

CERCLA: the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*).

Change in Law: the occurrence, after the date hereof, of (a) the adoption, taking effect or phasing in of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof; or (c) the making, issuance or application of any request, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided, however, that "Change in Law" shall include, regardless of the date enacted, adopted or issued, all requests, rules, guidelines, requirements or directives (i) under or relating to the Dodd-Frank Wall Street Reform and Consumer Protection Act, or (ii) promulgated pursuant to Basel III by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any similar authority) or any other Governmental Authority.

Change of Control: (a) Company ceases to own and control, beneficially and of record, directly or indirectly, all Equity Interests in each Subsidiary Borrower (unless 100% of the Equity Interests of such Subsidiary Borrower is sold or otherwise disposed of in connection with an Asset Disposition otherwise permitted hereunder); (b) any "person" or "group" (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the date hereof) shall own, directly or indirectly, beneficially or of record, shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Company; (c) a majority of the seats (other than vacant seats) on the board of directors of Company shall at any time be occupied by persons who were neither (i) nominated by the board of directors of Company nor (ii) appointed by directors so nominated or (d) any change in control (or similar event, however denominated) with respect to Company or any Subsidiary shall occur under and as defined in the Term Loan Documents or in any indenture or agreement in respect of the Specified Unsecured Prepetition Debt.

Claims: all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable attorneys' fees and Extraordinary Expenses) at any time (including after Full Payment of the Obligations or replacement of Agent or any Lender) incurred by any Indemnitee or asserted against any Indemnitee by any Obligor or other Person, in any way relating to (a) the Commitment Letter, the Fee Letters, the Approval Order (as defined in the Commitment Letter), the Confirmation Order, any Loans (including the syndication thereof and of the Commitments by the Lead Arrangers), Letters of Credit, Loan Documents, Borrower Materials, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Applicable Law, or (e) failure by any Obligor to perform or observe any terms of any Loan Document, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto.

Closing Date: as defined in **Section 6.1**.

Code: the Internal Revenue Code of 1986, as amended.

Collateral: all Property described in any Security Documents as security or collateral for any Obligations, and all other Property that now or hereafter, or under the terms hereof, or under the Security Documents, secures (or is intended to secure) any Obligations.

Comerica Letter of Credit: letter of credit #5183 issued by Comerica in favor of DEI SCEP, dated as of September 15, 2012 and periodically extended prior to the date hereof with a current outstanding balance of \$700,000 and expiring on October 1, 2013.

Commodity Exchange Act: the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

Commitment: for any Lender, its obligation to make Loans and to participate in LC Obligations up to the maximum principal amount shown on **Schedule 1.1(a)**, as hereafter modified pursuant to an Assignment and Acceptance to which it is a party. "**Commitments**" means the aggregate amount of such commitments of all Lenders.

Commitment Letter: the commitment letter, dated as of May 13, 2013, among Agent, Lead Arrangers, the other financial institutions party thereto, and Company.

Commitment Termination Date: the earliest to occur of (a) the Revolver Termination Date; (b) the date on which Borrowers terminate the Commitments in full pursuant to **Section 2.1.4**; or (c) the date on which the Commitments are terminated in full pursuant to **Section 11.2**.

Company: as defined in the Preamble hereto.

Compliance Certificate: a certificate, substantially in the form of **Exhibit C** (or, if Borrower Agent so requests, such other form as is in form and substance reasonably satisfactory to Agent), by which Borrowers certify as to a reasonably detailed calculation of the Fixed Charge Coverage Ratio (whether or not a Covenant Trigger Period exists and is continuing) and, to the extent applicable, compliance with **Section 10.3** and the applicable Level for the Applicable Margin.

Confirmation Order: The order of the Bankruptcy Court dated May 23, 2013 and attached hereto as Exhibit F.

Connection Income Taxes: Other Connection Taxes that are imposed on or measured by net income (however denominated), or are franchise or branch profits Taxes.

Consolidated Net Income: with respect to Company and its Subsidiaries on a consolidated basis for any period, net income for such period but excluding net income (or loss) attributable to the equity method of accounting unless such net income has been distributed by way of an ordinary dividend in cash to Company or any Subsidiary.

Consolidated Total Assets: as of any date of determination, the total assets in each case reflected on the consolidated balance sheet of Company and its Subsidiaries as at the end of the most recently ended Fiscal Quarter of Company for which financial statements have been or are required to have been delivered pursuant to **Section 10.1.2**, determined on a consolidated basis in accordance with GAAP.

Contingent Obligation: any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Indebtedness, lease, dividend or other obligation (“**primary obligations**”) of another obligor (“**primary obligor**”) in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligation to make take-or-pay or similar payments regardless of nonperformance by any other party to an agreement; and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth or solvency of the primary obligor, (iv) to purchase Property or services for the purpose of assuring the ability of the primary obligor to perform a primary obligation, or (v) otherwise to assure or hold harmless the holder of any primary obligation against loss in respect thereof. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

Covenant Trigger Period: the period (a) commencing on any date in which Availability is less than the greater of (i) \$17,500,000 and (ii) 10% of the Commitments at such time and (b) continuing until the first date thereafter on which Availability has been at least the greater of (i) \$17,500,000 and (ii) 10% of the Commitments at all times for 45 consecutive days.

Credit Card Account: an Account arising in the Ordinary Course of Business in respect of a credit card receivable that (a) has been earned by performance, (b) represents the bona fide amounts due to a Borrower from any major processor or issuer of MasterCard, Visa, American Express or Discover credit cards or any other nationally or internationally recognized credit card provider and (c) indicates only a Borrower as payee or remittance party.

Credit Card Formula Amount: 85% of the Value of Eligible Credit Card Accounts.

CWA: the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*).

Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 2.00% plus the interest rate otherwise applicable thereto.

Defaulting Lender: any Lender that (a) has failed to comply with its funding obligations hereunder, and such failure is not cured within two Business Days; (b) has notified Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or under any other credit facility, or has made a public statement to that effect; (c) has failed, within three Business Days following request by Agent or any Borrower, to confirm in a manner satisfactory to Agent and Borrowers that such Lender will comply with its funding obligations hereunder; or (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding (including

reorganization, liquidation, or appointment of a receiver, custodian, administrator or similar Person by the Federal Deposit Insurance Corporation or any other regulatory authority); provided, however, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority's ownership of an equity interest in such Lender or parent company unless the ownership provides immunity for such Lender from jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets, or permits such Lender or Governmental Authority to repudiate or otherwise to reject such Lender's agreements.

Delayed Admin Claims: collectively, each of the Allowed Administrative Claims (as defined in the Plan of Reorganization) as to which the holder thereof has agreed in a writing, in form and substance reasonably satisfactory to Agent, to defer payment thereon until a date no earlier than August 31, 2013 (provided, however that such fees, to the extent allowed, shall be paid as soon as practicable thereafter). The Delayed Admin Claims are listed on **Schedule 1.1(e)**.

Deposit Account Control Agreement: control agreement satisfactory to Agent executed by an institution maintaining a Deposit Account for an Obligor, to perfect Agent's Lien on such account.

Designated Jurisdiction: any country or territory that is the subject of any Sanction.

Dilution Percent: the percent, determined by Agent from time to time in its Reasonable Credit Judgment, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Accounts, divided by (b) gross sales.

DIP Facilities: (a) that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as amended from time to time, the "ABL DIP"), among Company and certain of its Subsidiaries party thereto, as borrowers, the lenders party thereto, as lenders, and Wells Fargo Capital Finance, LLC, as administrative agent; and (b) that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 (as amended from time to time, the "Ad-Hoc DIP"), among Company and certain of its Subsidiaries party thereto, as borrowers, the guarantors party thereto, as guarantors, the lenders party thereto, as lenders, and U.S. Bank National Association, as administrative agent.

DIP Order: the Final Order Authorizing (I) Replacement Postpetition Secured Financing Pursuant to 11 U.S.C. §§ 105(a), 362, 363(b), 364(c)(1), 364(c)(3), 364(d)(1), 365(e) and 507, (II) Grant of Certain Equal and Ratable Liens and Superpriority Claims to the Ad Hoc DIP Lenders, and (III) Repayment of Existing Postpetition Financing and Prepetition Secured Financing Pursuant to 11 U.S.C. § 363, [Docket No. 548].

Disqualified Stock: any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Revolver Termination Date; or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interest referred to in **clause (a)** above, in each case at any time prior to the first anniversary of the Revolver Termination Date.

Distribution: any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Borrowers or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the repurchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in Borrowers or any Subsidiary.

Dollars: lawful money of the United States.

Domestic Subsidiary: any Subsidiary organized under the laws of the United States of America, any state thereof or the District of Columbia.

Dominion Account: an account of an Obligor at Bank of America or another bank reasonably acceptable to Agent, which is subject at all times to a Deposit Account Control Agreement or a Securities Account Control Agreement.

EBITDA: with respect to Company and its Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of Company and its Subsidiaries for such period plus

(a) the sum of (in each case without duplication and to the extent the respective amounts described in **subclauses (i)** through (x) of this **clause (a)** reduced such Consolidated Net Income (and were not excluded therefrom or added thereto) for the respective period for which EBITDA is being determined):

(i) provision for taxes based on income, profits or capital of Company and its Subsidiaries for such period, including, without limitation, state, franchise and similar taxes;

(ii) interest expense (and to the extent not included in interest expense, (x) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or disqualified stock and (y) costs of surety bonds in connection with financing activities) of Company and its Subsidiaries for such period;

(iii) depreciation and amortization expenses of Company and its Subsidiaries for such period including the amortization of intangible assets, deferred financing fees and capitalized software expenditures and amortization of unrecognized prior service costs;

(iv) (A) non-recurring, unusual or extraordinary charges for such period, (B) business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges), and (C) cash expenses relating to earn outs and similar obligations; provided that the aggregate amount to be added back pursuant to this **clause (iv)** shall not exceed, (1) for the fiscal year ending April 30, 2014, \$7 million, (2) for the fiscal year ending April 30, 2015, 10% of EBITDA for such period plus any unused addback amount remaining from the prior fiscal year, and (3) for each fiscal year thereafter, 10% of EBITDA;

(v) any other non-cash charges; provided, that for purposes of this **subclause (v)** of this **clause (a)**, any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made (but excluding, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period);

(vi) any expenses or charges (other than depreciation or amortization expense as described in the preceding **clause (iii)**) related to any issuance of equity interests, investment, acquisition, disposition, recapitalization or the incurrence, modification or repayment of indebtedness permitted to be incurred under this Agreement (including any refinancing thereof as long as each Refinancing Condition is satisfied)

(whether or not successful), including (x) such fees, expenses or charges related to the Term Loan Facility, the Obligations and the Specified Unsecured Prepetition Debt and (y) any amendment or other modification of the Obligations or other Indebtedness;

(vii) non-cash expenses in connection with expensing stock options or other equity compensation grants for such period;

(viii) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and public company costs;

(ix) to the extent deducted from Consolidated Net Income for such period, (A) cash fees, costs, expenses, commissions and other cash charges paid on or before June 30, 2013 (or, September 15, 2013 in the case of the payment on any Delayed Admin Claims) in connection with this Agreement and the other Loan Documents, the Term Loan Facility, the Specified Unsecured Prepetition Debt, the Bankruptcy Proceedings, the Plan of Reorganization and the transactions contemplated by the foregoing, including in connection with the termination or settlement of executory contracts, professional and accounting fees, costs and expense, management incentive, employee retention or similar plans, and litigation and settlements (but excluding interest and fees accruing after the Closing Date hereunder); provided that the aggregate amount to be added back pursuant to this **clause (ix)(A)** for all such periods shall not exceed \$53 million (provided, that to the extent such charges associated with this Agreement and the other Loan Documents or the Term Loan Facility are capitalized and recognized over the life of the Loans and the Term Loans, respectively, then such amount shall be reduced to the extent of such capitalization) and (B) amounts paid in connection with the make-whole litigation in the Cases, in an aggregate amount to be added back to this **clause (ix)(B)** not to exceed \$25 million; and

(x) for the fiscal year ended April 30, 2014, solely in connection with the Specified Asset Dispositions, business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges); provided, that with respect to each business optimization expense or other restructuring charge, a responsible officer of Borrower Agent shall have delivered to Agent an officer's certificate specifying and quantifying such expense or charge; provided, further, that the aggregate amount to be added back pursuant to this **clause (x)** shall not exceed \$3 million; minus

(b) the sum of (without duplication and to the extent the amounts described in this **clause (b)** increased such Consolidated Net Income for the respective period for which EBITDA is being determined) non-cash items increasing Consolidated Net Income of Company and its Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period); minus

(c) non-recurring, unusual or extraordinary gains increasing Consolidated Net Income of the Company and its subsidiaries for such period to the extent non-recurring, unusual or extraordinary losses could be added back for such period; and minus

(d) any cash payments made in respect of non-cash charges added back in a prior period.

For purposes of determining the Fixed Charge Coverage Ratio, the Net First Lien Leverage Ratio and the Net Total Leverage Ratio, EBITDA for each of the months ending on or prior to May 31, 2013 shall be deemed to be equal to the amounts set forth in the table below.

<u>Month</u>	<u>EBITDA (in millions)</u>
June 30, 2012	\$ 9.3
July 31, 2012	\$ 30.4
August 31, 2012	\$ 23.7
September 30, 2012	\$ 9.7
October 31, 2012	\$ 1.4
November 30, 2012	\$ (6.4)
December 31, 2012	\$ (6.5)
January 31, 2013	\$ (4.4)
February 28, 2013	\$ (5.2)
March 31, 2013	\$ (3.3)
April 30, 2013	\$ (0.6)
May 31, 2013	\$ 0.2

Eligible Account: an Account owing to a Borrower that arises in the Ordinary Course of Business from the sale of goods or rendition of services and is payable in Dollars, except any Account with respect to which any of the following exclusionary criteria set forth below applies. No Account shall be an Eligible Account if:

(a) it is unpaid for more than 120 days after the original invoice date;

(b) 50% or more of the dollar amount of all Accounts owing by the Account Debtor (or its Affiliates) are not Eligible Accounts under clause (a) of this definition;

(c) when aggregated with other Accounts owing by the Account Debtor (or its Affiliates), it exceeds 20% of the aggregate Eligible Accounts (or such higher percentage as Agent may establish for the Account Debtor from time to time), to the extent of the obligations owing by such Account Debtor in excess of such percentage;

(d) it does not conform with a covenant or representation herein in any material respect;

(e) it is owing by a creditor or supplier, or is otherwise subject to a potential offset, counterclaim, dispute, deduction, discount, recoupment, reserve, defense, chargeback, credit or allowance (but ineligibility shall be limited to the amount thereof);

(f) an Insolvency Proceeding has been commenced by or against the Account Debtor, unless such Account Debtor has been authorized (pursuant to a court order reasonably satisfactory to Administrative Agent) to and is in fact continuing to timely pay, in cash, Accounts arising after the commencement of such Insolvency Proceeding owed to the applicable Borrower, and Administrative Agent agrees in its discretion that such Accounts may be deemed Eligible Accounts; or the Account Debtor has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, is not Solvent (except as provided in the first clause of this **clause (f)** with respect to Account Debtors in Insolvency Proceedings), or is subject to Sanctions or any specially designated nationals list maintained by OFAC; or such Borrower is not able to bring suit or enforce remedies against the Account Debtor through judicial process;

(g) the Account Debtor is organized or has its principal offices or assets outside the United States or Canada, unless the Account is supported by a letter of credit (delivered to and directly drawable by Agent) or credit insurance satisfactory in all respects to Agent;

(h) the Account Debtor is the United States or any department, agency or instrumentality thereof and such Account has not been assigned to Agent in compliance with the federal Assignment of Claims Act, provided that up to \$2,000,000 of such Accounts in the aggregate at any one time may be deemed eligible notwithstanding this **clause (h)**;

(i) it (i) is not subject to a duly perfected, first priority Lien in favor of Agent, or (ii) is subject to any other Lien (other than (x) Permitted Liens that arise by operation of law and are junior to the Lien in favor of Agent, (y) the Lien granted to the Term Loan Agent under the Term Loan Documents or any other Permitted First Lien Debt) and (z) Liens in connection with the Prepetition Escrowed Amounts to the extent otherwise permitted hereunder;

(j) the goods giving rise to it have not been delivered to the Account Debtor, the services giving rise to it have not been accepted by the Account Debtor, or it otherwise does not represent a final sale;

(k) it is evidenced by Chattel Paper or an Instrument of any kind, or has been reduced to judgment;

(l) its payment has been extended or the Account Debtor has made a partial payment;

(m) it arises from a sale to an Affiliate, from a sale on a cash-on-delivery, bill-and-hold, sale-or-return, sale-on-approval, consignment, or other repurchase or return basis, or from a sale for personal, family or household purposes;

(n) it represents a progress billing or retainage, or relates to services for which a performance, surety or completion bond or similar assurance has been issued;

(o) it includes a billing for interest, fees or late charges, but ineligibility shall be limited to the extent thereof; or

(p) it is deemed by Agent, in its Reasonable Credit Judgment, not to be an Eligible Account; provided that Agent shall give Borrowers prior written notice setting forth the reasons for not treating such Account as an Eligible Account and Agent shall be available to discuss such rationale with Borrower Agent.

In calculating delinquent portions of Accounts under clauses (a) and (b), credit balances more than 120 days old will be excluded. Prior to the inclusion of any Accounts acquired as part of a Permitted Acquisition in the Borrowing Base, (i) the conditions set forth in the definition of "Permitted Acquisition" shall be satisfied, (ii) Agent shall have been provided with such information as Agent shall reasonably request to complete its evaluation of any such Accounts and (iii) the Asset Review and Approval Conditions shall have been satisfied; provided that any such Eligible Accounts may, in the Reasonable Credit Judgment of Agent, be included in the Borrowing Base for a period not to exceed 60 days and in an aggregate amount not to exceed 5% of the Accounts Formula Amount pending completion of any field examinations or appraisals required by Agent in its Reasonable Credit Judgment.

Eligible Assignee: a Person that is (a) a Lender, Affiliate of a Lender or Approved Fund; (b) a financial institution that extends revolving credit facilities of this type in its ordinary course of business and is approved by Borrower Agent (which approval shall not be unreasonably withheld or delayed, and shall be deemed given if no objection is made within five Business Days after notice of the proposed assignment), Agent and Issuing Bank; and (c) during an Event of Default, any Person acceptable to Agent in its discretion.

Eligible Credit Card Account: any Credit Card Account owing to a Borrower except any Credit Card Account with respect to which any of the following exclusionary criteria set forth below applies. No Account shall be an Eligible Credit Card Account if:

(a) it has been outstanding for more than five (5) Business Days from the date of sale;

(b) with respect to which a Borrower does not have good, valid and marketable title thereto;

(c) it is (i) not subject to a duly perfected, first priority Lien in favor of Agent, or (ii) subject to any other Lien (other than (x) Permitted Liens that arise by operation of law and are junior to the Lien in favor of Agent, (y) the Lien granted to the Term Loan Agent under the Term Loan Documents) and (z) Liens in connection with the Prepetition Escrowed Amounts to the extent otherwise permitted hereunder;

(d) it is disputed by the processor or issuer of the applicable credit card, are with recourse against a Borrower, or with respect to which a claim, counterclaim, offset or chargeback has been asserted against a Borrower (to the extent of such dispute, claim, counterclaim, offset or chargeback);

(e) it is owing to a processor which has the right under certain circumstances to require such Borrower to repurchase Credit Card Accounts from such credit card processor;

(f) it is due from a processor or issuer which is the subject of any Insolvency Proceeding; or such process or issuer has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, is not Solvent, or is subject to Sanctions or any specially designated nationals list maintained by OFAC; or such Borrower is not able to bring suit or enforce remedies against processor or issuer through judicial process;

(g) it is not a valid, legally enforceable obligation of the applicable issuer with respect thereto;

(h) it is evidenced by Chattel Paper or an Instrument;

(i) it does not conform with a covenant or representation herein in any material respect; or

(j) it is deemed by Agent, in its Reasonable Credit Judgment, not to be an Eligible Credit Card Account; provided that Agent shall give Borrowers prior written notice setting forth the reasons for not treating such Account as an Eligible Account and Agent shall be available to discuss such rationale with Borrower Agent.

Prior to the inclusion of any Credit Card Accounts acquired as part of a Permitted Acquisition in the Borrowing Base, (i) the conditions set forth in the definition of "Permitted Acquisition" shall be satisfied, (ii) Agent shall have been provided with such information as Agent shall reasonably request to complete its evaluation of any such Credit Card Accounts and (iii) the Asset Review and Approval Conditions shall have been satisfied; provided that any such Eligible Credit Card Accounts may, in the Reasonable Credit Judgment of Agent, be included in the Borrowing Base for a period not to exceed 60 days and in an aggregate amount not to exceed 5% of the Credit Card Accounts Formula Amount pending completion of any field examinations or appraisals required by Agent in its Reasonable Credit Judgment.

Eligible In-Transit Inventory: Inventory owned by a Borrower that would be Eligible Inventory if it were not subject to a Document and in transit from a foreign location to a location of such Borrower within the United States, and that is (a) is subject to a negotiable Document showing Agent (or, with the consent of Agent, the applicable Borrower) as consignee, which Document is in the possession of Agent or such other Person as Agent shall approve; (b) is fully insured in a manner reasonably satisfactory to Agent; (c) is not sold by a vendor that has a right to reclaim, divert shipment of, repossess, stop delivery, claim any reservation of title or otherwise assert Lien rights against the Inventory, or with respect to whom any Borrower is in default of any obligations; (d) is subject to purchase orders and other sale documentation satisfactory to Agent, and title has passed to such Borrower; (e) is shipped by a common carrier that is not affiliated with the vendor and is not subject to Sanctions or any specially designated nationals list maintained by OFAC; and (f) is being handled by a customs broker, freight-forwarder or other handler that has delivered a Lien Waiver. Notwithstanding the foregoing, no Inventory shall be Eligible In-Transit Inventory if it is deemed by Agent, in its Reasonable Credit Judgment, not to be Eligible In-Transit Inventory; provided that Agent shall give Borrowers prior written notice setting forth the reasons for not treating such Inventory as Eligible In-Transit Inventory and Agent shall be available to discuss such rationale with Borrower Agent.

Eligible Inventory: Inventory owned by a Borrower except any Inventory with respect to which any of the following exclusionary criteria set forth below applies. No Inventory shall be an Eligible Inventory unless it:

(a) is finished goods or raw materials, and not work-in-process, packaging or shipping materials, labels, samples, display items, bags, replacement parts or manufacturing supplies; provided that raw materials may be included as Eligible Inventory notwithstanding this **clause (a)** to the extent not resulting in an increase of the Borrowing Base of more than \$1,000,000 at any one time;

(b) is not held on consignment, nor subject to any deposit or down payment;

(c) is in new and saleable condition and is not damaged, defective, shopworn or otherwise unfit for sale;

(d) is not slow-moving, perishable, obsolete or unmerchantable, and does not constitute returned or repossessed goods; provided Eligible Slow Moving Inventory may be included as Eligible Inventory notwithstanding this **clause (d)** to the extent not resulting in an increase of the Borrowing Base of more than \$5,000,000 at any one time;

(e) meets all standards imposed by any Governmental Authority, has not been acquired from an entity subject to Sanctions or any specially designated nationals list maintained by OFAC, and does not constitute hazardous materials under any Environmental Law;

(f) conforms with the covenants and representations herein in all material respects;

(g) it is (i) subject to a duly perfected, first priority Lien in favor of Agent, and (ii) not subject to any other Lien (other than (x) Permitted Liens that arise by operation of law and are junior to the Lien in favor of Agent, (y) the Lien granted to the Term Loan Agent under the Term Loan Documents) and (z) Liens in connection with the Prepetition Escrowed Amounts to the extent otherwise permitted hereunder;

(h) is within the continental United States or Canada, is not in transit except between locations of Borrowers, and is not consigned to any Person; provided that Eligible In-Transit Inventory may be included as Eligible Inventory notwithstanding this **clause (h)** to the extent not resulting in an increase of the Borrowing Base of more than \$2,500,000 at any one time;

(i) is not subject to any warehouse receipt or negotiable Document;

(j) is not subject to any License or other arrangement that restricts such Borrower's or Agent's right to dispose of such Inventory, unless Agent has received an appropriate Lien Waiver;

(k) it is not located on leased premises or in the possession of a warehouseman, processor, repairman, mechanic, shipper, freight forwarder or other Person, unless the lessor or such Person has delivered a Lien Waiver or an appropriate Rent and Charges Reserve has been established;

(l) is reflected in the details of a current perpetual inventory report; and

(m) it has not been deemed by Agent, in its Reasonable Credit Judgment, not to be Eligible Inventory; provided that Agent shall give Borrowers prior written notice setting forth the reasons for not treating such Inventory as Eligible Inventory and Agent shall be available to discuss such rationale with Borrower Agent.

Prior to the inclusion of any Inventory acquired as part of a Permitted Acquisition in the Borrowing Base, (i) the conditions set forth in the definition of "Permitted Acquisition" shall be satisfied, (ii) Agent shall have been provided with such information as Agent shall reasonably request to complete its evaluation of any such Inventory and (iii) the Asset Review and Approval Conditions shall have been satisfied; provided that any such Eligible Inventory may, in the Reasonable Credit Judgment of Agent, be included in the Borrowing Base for a period not to exceed 60 days and in an aggregate amount not to exceed 5% of the Inventory Formula Amount pending completion of any field examinations or appraisals required by Agent in its Reasonable Credit Judgment.

Eligible Slow Moving Inventory: Inventory owned by a Borrower that would be Eligible Inventory but is of the type or category that Borrowers then have a supply of 52 weeks or more (based on sales over the then preceding 12 consecutive month period) unless Borrowers have not sold any inventory of such type or category during the then immediately preceding 12 consecutive month period.

Enforcement Action: any action to enforce any Obligations (other than Secured Bank Product Obligations) or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of Account Debtors, setoff or recoupment, credit bid, action in an Obligor's Insolvency Proceeding or otherwise).

Environmental Laws: Applicable Laws (including programs, permits and guidance promulgated by regulators) relating to public health (other than occupational safety and health regulated by OSHA) or the protection or pollution of the environment, including CERCLA, RCRA and CWA.

Environmental Notice: a notice (whether written or oral) from any Governmental Authority or other Person of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Environmental Release, environmental pollution or hazardous materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

Environmental Release: a release as defined in CERCLA or under any other Environmental Law.

Equity Interest: (a) the interest of any (i) shareholder in a corporation; (ii) partner in a partnership (whether general, limited, limited liability or joint venture); (iii) member in a limited liability company; or (iv) other Person having any other form of equity security or ownership interest and (b) all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

ERISA: the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate: any trade or business (whether or not incorporated) under common control with an Obligor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

ERISA Event: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Obligor or ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Obligor or ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) the determination that any Pension Plan or Multiemployer Plan is considered an at risk plan under Section 430(i) of the Code or Section 303 of ERISA or a plan in critical or endangered status under Section 432(b) the Code or Section 305 of ERISA; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of application for a waiver of the minimum funding standard with respect to any Pension Plan; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Obligor or ERISA Affiliate.

Event of Default: as defined in **Section 11**.

Exchange Act: the Securities Exchange Act of 1934, as amended.

Excluded Subsidiary: any (a) Immaterial Subsidiary; (b) Foreign Subsidiary; (c) Subsidiary that is prohibited by Applicable Law or by any contractual obligation (with respect to any such contractual obligations, only to the extent existing on the Closing Date or the date the applicable Person becomes a direct or indirect Subsidiary of Company) from guaranteeing the Obligations or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee (unless such consent, approval, license or authorization has been received); (d) Subsidiary that is not a Wholly-Owned Subsidiary; (e) any Subsidiary of a Foreign Subsidiary and (f) Domestic Subsidiary that owns no material assets other than Equity Interests in one or more Foreign Subsidiaries. The Excluded Subsidiaries as of the Closing Date are listed on **Schedule 1.1(b)**. Notwithstanding the foregoing, in no event shall any Borrower be an Excluded Subsidiary.

Excluded Swap Obligation: with respect to an Obligor, each Swap Obligation as to which, and only to the extent that, such Obligor's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) because such Obligor does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Obligor and all guaranties of Swap Obligations by other Obligor(s) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Obligor.

Excluded Taxes: (a) Taxes imposed on or measured by a Recipient's net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) as a result of such Recipient being organized under the laws of, or having its principal office or applicable Lending Office located in, the jurisdiction imposing such Tax, or (ii) constituting Other Connection Taxes; (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of a Lender with respect to its interest in a Loan or Commitment pursuant to a law in effect when the Lender acquires such interest

(except pursuant to an assignment request by Borrower Agent under **Section 13.4**) or changes its Lending Office, unless the Taxes were payable to its assignor immediately prior to such assignment or to the Lender immediately prior to its change in Lending Office; (c) Taxes attributable to a Recipient's failure to comply with **Section 5.9**; and (d) U.S. federal withholding Taxes imposed pursuant to FATCA.

Existing Letter of Credit: letter of credit #3078027 issued by Bank of America, N.A. in favor of EOS Acquisition I, LLC, dated October 26, 2005 and periodically extended prior to the date hereof with a current outstanding balance of \$18,472.33.

Extraordinary Expenses: all costs (including all internally allocated costs of Agent in connection with field examinations), expenses or advances, in each case, that Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or Obligations, including any lender liability or other Claims; (c) the exercise of any rights or remedies of Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; and (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, expenses of one counsel for the Lead Arrangers and Agent (which counsel shall be designated by Agent) and to the extent necessary, one special or local counsel for Agent and Lead Arrangers in each appropriate jurisdiction, appraisal fees, brokers' and auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and travel expenses.

FATCA: Sections 1471 through 1474 of the Code (including any amended or successor version if substantively comparable and not materially more onerous to comply with), and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

Federal Funds Rate: (a) the weighted average of interest rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on the applicable Business Day (or on the preceding Business Day, if the applicable day is not a Business Day), as published by the Federal Reserve Bank of New York on the next Business Day; or (b) if no such rate is published on the next Business Day, the average rate (rounded up, if necessary, to the nearest 1/8 of 1%) charged to Bank of America on the applicable day on such transactions, as determined by Agent.

Fee Claims Account: the account holding the Fee Claim Reserve Amount pursuant to Article III.B.2 of the Plan of Reorganization.

Fee Claim Reserve Amount: as such term is defined in the Plan of Reorganization.

Fee Letters: collectively, (a) the fee letter agreement between Agent and Company and (b) the fee letter agreement among Lead Arrangers, Agent, SunTrust Bank and Company, in each case dated as of May 13, 2013.

First Lien Debt: Total Debt that is secured by Liens that are not expressly subordinated to the Liens securing the Obligations pursuant to a customary intercreditor agreement; provided that Indebtedness under the Term Loan Facility shall be deemed to be First Lien Debt.

Fiscal Quarter: each fiscal quarter of Company and its Subsidiaries for accounting and tax purposes.

Fiscal Year: the fiscal year of Borrowers and Subsidiaries for accounting and tax purposes, ending on the last Saturday of each April.

Fixed Charge Coverage Ratio: the ratio, determined on a consolidated basis for Borrowers and Subsidiaries for the most recent twelve consecutive calendar months, of (a) EBITDA minus Capital Expenditures (except those financed with Borrowed Money other than Loans), to (b) Fixed Charges.

Fixed Charges: the sum of (a) cash interest expense (regardless of whether accounted for under GAAP as an interest expense, any amount deposited in the Prepetition Escrow Account after the date hereof shall be treated as an interest expense for purposes of this definition), plus (b) all principal payments in respect of Borrowed Money (other than (x) mandatory prepayments of the Term Loan Facility in connection with asset sales and (y) payments of the Obligations), plus (c) the aggregate amount of net Federal, state, local and foreign income taxes and franchise and similar taxes paid in cash during such period, plus (d) cash Distributions made, plus (e) cash costs of surety bonds to the extent not deducted from Consolidated Net Income; provided that, for purposes of calculating the Payment Conditions, the amount described in **clause (c)** above shall be determined on a pro forma basis by disregarding any reduction in the tax basis of current assets pursuant to Sections 108 and 1017 of the Internal Revenue Code as a result of the discharge of Indebtedness occurring in connection with the bankruptcy Proceeding for the four fiscal quarters of 2015; provided, further, that any reduction in **clause (c)** above due to the immediately preceding proviso shall be limited to \$10,000,000; provided, finally, that solely for determining whether Payment Conditions are satisfied, any Specified Payment and Distribution shall not be included in Fixed Charges.

For purposes of determining the Fixed Charge Coverage Ratio, cash interest expense for each of the months ending on or prior to May 31, 2013 shall be deemed to be equal to the amounts set forth in the table below.

<u>Month</u>	<u>Cash Interest Expense</u> <u>(in millions)</u>
June 30, 2012	\$ 1.882
July 31, 2012	\$ 1.570
August 31, 2012	\$ 1.662
September 30, 2012	\$ 1.980
October 31, 2012	\$ 1.486
November 30, 2012	\$ 1.413
December 31, 2012	\$ 1.755
January 31, 2013	\$ 1.809
February 28, 2013	\$ 1.662
March 31, 2013	\$ 1.583
April 30, 2013	\$ 1.709
May 31, 2013	\$ 1.736

FLSA: the Fair Labor Standards Act of 1938.

Foreign Lender: any Lender that is not a U.S. Person.

Foreign Plan: any employee benefit plan or arrangement (a) maintained or contributed to by any Obligor or Subsidiary that is not subject to the laws of the United States; or (b) mandated by a government other than the United States for employees of any Obligor or Subsidiary.

Foreign Subsidiary: a Subsidiary that is a “controlled foreign corporation” under Section 957 of the Code.

Fronting Exposure: a Defaulting Lender’s interest in LC Obligations, Swingline Loans and Protective Advances, except to the extent Cash Collateralized by the Defaulting Lender or allocated to other Lenders hereunder.

Full Payment: with respect to any Obligations, (a) the full cash payment thereof, including any interest, fees and other charges accruing during an Insolvency Proceeding or which would accrue but for the Insolvency Proceeding (in each case, whether or not allowed in the proceeding); and (b) if such Obligations are LC Obligations or inchoate or are contingent in nature, the Cash Collateralization thereof (or delivery of a standby letter of credit acceptable to Agent (and in the case of LC Obligations, the related Issuing Bank) in its discretion, in the amount of required Cash Collateral). No Loans shall be deemed to have been paid in full unless all Commitments related to such Loans have terminated.

GAAP: generally accepted accounting principles in effect in the United States from time to time.

Governmental Approvals: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

Governmental Authority: any federal, state, local, foreign or other agency, authority, body, commission, court, instrumentality, political subdivision, central bank, or other entity or officer exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions for any governmental, judicial, investigative, regulatory or self-regulatory authority (including any supra-national bodies such as the European Union or European Central Bank).

Guarantee and Collateral Agreement: the Guarantee and Collateral Agreement, dated as of the Closing Date among Borrowers, Agent and each Guarantor, as the same may be amended, supplemented or otherwise modified from time to time.

Guarantor Payment: as defined in **Section 5.10.3**.

Guarantors: Borrowers and each Subsidiary Guarantor and each other Person that guarantees payment or performance of Obligations.

Guaranty: the guaranty set forth in the Guarantee and Collateral Agreement and each other guaranty agreement executed by a Guarantor in favor of Agent.

Hedging Agreement: any “swap agreement” as defined in Section 101(53B)(A) of the Bankruptcy Code.

Immaterial Subsidiary: on any date, any Subsidiary of Company that has had less than 2.5% of Consolidated Total Assets and less than 2.5% of annual consolidated revenues of Company and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to **Section 10.1.2** prior to such date; provided that (a) the aggregate assets and aggregate annual consolidated revenues of all Immaterial Subsidiaries shall at no time exceed 5.0% of Consolidated Total Assets or 5.0% of annual consolidated revenues of Company and its Subsidiaries, respectively, and (b) Borrower Agent will designate in writing to Agent from time to time the Subsidiaries which will cease to be treated as “Immaterial Subsidiaries” in order to comply with the foregoing limitations.

Indebtedness: as applied to any Person, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind; (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of such Person upon which interest charges are customarily paid; (d) all obligations of such Person under conditional sale or

other title retention agreements relating to property or assets purchased by such Person; (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable incurred in the Ordinary Course of Business); (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on Property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (g) all guarantees or Contingent Obligations of or by such Person of Indebtedness of others; (h) all Capital Lease Obligations of such Person; (i) net obligations of such Person under any Hedging Agreements, valued at the Agreement Value thereof; (j) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Disqualified Stock of such Person or any other Person or any warrants, rights or options to acquire such Disqualified Stock, valued, in the case of redeemable preferred interests, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (k) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, bank guarantees or similar instruments; and (l) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such person in respect thereof.

Indemnified Taxes: (a) Taxes, other than Excluded Taxes, imposed on or relating to any payment of an Obligation; and (b) to the extent not otherwise described in **clause (a)**, Other Taxes.

Indemnities: Agent Indemnities, Lender Indemnities, Issuing Bank Indemnities and Bank of America Indemnities.

Insolvency Proceeding: any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

Intellectual Property: all designs, patents, copyrights, trademarks, service marks, trade names, trade secrets, confidential or proprietary information and know-how, in each case, whether registered or not and including all applications for the same.

Intellectual Property Notices: each notice of grant of security interest in trademarks, notice of grant of security interest in patents and notice of grant of security interest in copyrights, substantially in the forms attached as exhibits to the Guarantee and Collateral Agreement, required to be executed and delivered by an Obligor under the terms of the Guarantee and Collateral Agreement.

Intercreditor Agreement: the Intercreditor Agreement of even date herewith, among Obligors, the Term Loan Agent and Agent, relating to the Term Loan Agreement and this Agreement, and any other intercreditor agreement, on substantially the same terms and otherwise reasonably satisfactory to Agent, entered into in connection with a refinancing of the Term Loan Agreement and to the extent such refinancing is permitted under this Agreement and the Intercreditor Agreement.

Interest Period: as defined in **Section 3.1.3**.

Inventory: as defined in the UCC, including all goods intended for sale, lease, display or demonstration; all work in process; and all raw materials, and other materials and supplies of any kind that are or could be used in connection with the manufacture, printing, packing, shipping, advertising, sale, lease or furnishing of such goods, or otherwise used or consumed in a Borrower's business (but excluding Equipment).

Inventory Formula Amount: the lesser of (i) 75% of the Value of Eligible Inventory; and (ii) 85% of the NOLV Percentage of the Value of Eligible Inventory.

Inventory Reserve: reserves established by Agent in its Reasonable Credit Judgment to reflect factors that may negatively impact the Value of Inventory, including change in salability, obsolescence, seasonality, theft, shrinkage, imbalance, change in composition or mix, markdowns and vendor chargebacks.

Investment: an Acquisition; an acquisition of record or beneficial ownership of any Equity Interests of a Person; or a loan, advance or capital contribution to or other investment in a Person.

IRS: the United States Internal Revenue Service.

Issuing Bank: Bank of America or any Affiliate of Bank of America, or any replacement issuer appointed pursuant to **Section 2.2.4**.

Issuing Bank Indemnitees: Issuing Bank and its officers, directors, employees, Affiliates, agents and attorneys.

JPM Letter of Credit: letter of credit #672484 issued by JPMorgan in favor of Employers Insurance Company of Wausau, dated as of June 1, 2013 and periodically extended prior to the date hereof with a current outstanding balance of \$250,000 and expiring on September 1, 2013.

LC Application: an application by Borrower Agent to Issuing Bank for issuance of a Letter of Credit, in form and substance satisfactory to Issuing Bank and Agent.

LC Conditions: the following conditions necessary for issuance of a Letter of Credit: (a) each of the conditions set forth in **Section 6**; (b) after giving effect to such issuance, total LC Obligations do not exceed the Letter of Credit Subline, no Overadvance exists and Revolver Usage does not exceed the Borrowing Base; (c) the Letter of Credit and payments thereunder are denominated in Dollars or other currency satisfactory to Agent and Issuing Bank; and (d) the purpose and form of the proposed Letter of Credit are satisfactory to Agent and Issuing Bank in their discretion.

LC Documents: all documents, instruments and agreements (including LC Requests and LC Applications) delivered by Borrowers or any other Person to Issuing Bank or Agent in connection with any Letter of Credit.

LC Obligations: the sum of (a) all amounts owing by Borrowers for drawings under Letters of Credit; and (b) the Stated Amount of all outstanding Letters of Credit.

LC Request: a request for issuance of a Letter of Credit, to be provided by Borrower Agent to Issuing Bank, in form satisfactory to Agent and Issuing Bank.

Lead Arrangers: as defined in the Preamble hereto.

Lender Indemnitees: Lenders and Secured Bank Product Providers, and their officers, directors, employees, Affiliates, agents and attorneys.

Lenders: as defined in the preamble to this Agreement, including Agent in its capacity as a provider of Swingline Loans and any other Person who hereafter becomes a "Lender" pursuant to an Assignment and Acceptance.

Lending Office: the office designated as such by the applicable Lender at the time it becomes party to this Agreement or thereafter by notice to Agent and Borrower Agent.

Letter of Credit: any standby or documentary letter of credit, foreign guaranty, documentary bankers acceptance or similar instrument issued by Issuing Bank for the account or benefit of a Borrower or Affiliate of a Borrower; provided that, to the extent that any Letter of Credit is issued for the benefit of an Affiliate of a Borrower, each Borrower shall be jointly and severally liable for all reimbursement obligations under such Letter of Credit.

Letter of Credit Subline: \$20,000,000.

LIBOR: for any Interest Period, the per annum rate of interest (rounded up, if necessary, to the nearest 1/8th of 1%) determined by Agent at approximately 11:00 a.m. (London time) two Business Days prior to commencement of such Interest Period, for a term comparable to such Interest Period, equal to (a) the British Bankers Association LIBOR Rate or successor thereto if such association is no longer making such rate available, as published by Reuters (or other commercially available source designated by Agent); or (b) if the rate described in **clause (a)** is unavailable for any reason, the interest rate at which Dollar deposits in the approximate amount of the Loan would be offered by Agent's London branch to major banks in the London interbank Eurodollar market.

LIBOR Loan: a Loan that bears interest based on LIBOR.

License: any material written license or agreement under which an Obligor or any of its Subsidiaries is granted the right or otherwise is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or disposition of Collateral, that that requires a guaranteed minimum payment of Royalties in excess of \$250,000 per year.

Licensor: any Person from whom a Borrower obtains the right to use any material Intellectual Property under a license.

Lien: a Person's interest in Property securing an obligation owed to, or a claim by, such Person, including any lien, security interest, pledge, hypothecation, assignment, trust, reservation, encroachment, easement, right-of-way, covenant, condition, restriction, leases, or other title exception or encumbrance.

Lien Waiver: an agreement, in form and substance reasonably satisfactory to Agent, by which (a) for any material Collateral located on leased premises, the lessor waives or subordinates any Lien it may have on the Collateral, and agrees to permit Agent to enter upon the premises and remove the Collateral or to use the premises to store or dispose of the Collateral; (b) for any Collateral held by a warehouseman, processor, shipper, customs broker or freight forwarder, such Person waives or subordinates any Lien it may have on the Collateral, agrees to hold any Documents in its possession relating to the Collateral as agent for Agent, and agrees to deliver the Collateral to Agent upon request; (c) for any Collateral held by a repairman, mechanic or bailee, such Person acknowledges Agent's Lien, waives or subordinates any Lien it may have on the Collateral, and agrees to deliver the Collateral to Agent upon request; and (d) for any Collateral subject to a Licensor's Intellectual Property rights, the Licensor grants to Agent the right, vis-à-vis such Licensor, to enforce Agent's Liens with respect to the Collateral, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable License. Notwithstanding anything herein to the contrary, Lien Waivers shall be deemed delivered for 30 days following the Closing Date with respect to any landlord, warehouseman, processor, shipper, customs broker, freight forwarder, repairman, mechanic, bailee or Licensor that executed and delivered the equivalent of a Lien Waiver under the ABL DIP (as defined in the definition of "DIP Facilities").

Loan: a loan made pursuant to **Section 2.1**, and any Swingline Loan, Overadvance Loan or Protective Advance.

Loan Documents: this Agreement, the Security Documents, the Intercreditor Agreement, each Borrowing Base Certificate, each Compliance Certificate, the Fee Letters, each LC Document Real Estate Related Document, Borrower Materials, any promissory notes issued pursuant to this Agreement and any other note, document, instrument or agreement now or hereafter delivered by an obligor or other Person to Agent or a Lender in connection with any transactions relating hereto.

Loan Year: each 12 month period commencing on the Closing Date and on each anniversary of the Closing Date.

Margin Stock: as defined in Regulation U of the Board of Governors.

Material Adverse Effect: the effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, (a) has or could be reasonably expected to have a material adverse effect on the business, assets, liabilities, operations or financial condition of Obligor, taken as a whole, on the value of any material Collateral, on the enforceability of any Loan Documents, or on the validity or priority of Agent's Liens on any Collateral; (b) materially impairs the ability of an Obligor to perform its obligations under the Loan Documents, including repayment of any Obligations; or (c) otherwise materially impairs the ability of Agent or any Lender to enforce or collect any Obligations or to realize upon any Collateral.

Material Contract: any agreement or arrangement to which a Borrower or Subsidiary is party (other than the Loan Documents) (a) for which breach, termination, nonperformance or failure to renew could reasonably be expected to have a Material Adverse Effect; or (b) that relates to Subordinated Debt, or to Indebtedness in an aggregate amount of \$2,500,000 or more.

Moody's: Moody's Investors Service, Inc., and its successors.

Mortgage: a mortgage or deed of trust in which an Obligor grants a Lien on its Real Estate to Agent, as security for the repayment of the Obligations.

Multiemployer Plan: any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Obligor or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

Net First Lien Leverage Ratio: on any date, the ratio of (a) First Lien Debt on such date minus Unrestricted Cash, to (b) EBITDA for the period of four consecutive Fiscal Quarters most recently ended on or prior to such date.

Net Proceeds: with respect to an Asset Disposition, cash proceeds (including cash proceeds subsequently received (but only as and when received) in respect of noncash consideration initially receive), net of (i) selling expenses (including broker's and advisors fees or commissions, legal fees, transfer and similar taxes and Borrowers' good faith estimate of income taxes paid or payable in connection with such sale), (ii) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations or purchase price adjustment associated with such Asset Disposition (provided that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Proceeds) and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by the asset sold in such Asset Sale and (A) which is required to be repaid with such proceeds or (B) to the extent such Indebtedness is required to be repaid because the asset sold is removed from a borrowing base supporting such Indebtedness (in each case, other than (x) Indebtedness hereunder and (y) any such Indebtedness assumed by the purchaser of such asset).

Net Total Leverage Ratio: on any date, the ratio of (a) Total Debt on such date minus Unrestricted Cash, to (b) EBITDA for the period of four consecutive Fiscal Quarters most recently ended on or prior to such date.

NOLV Percentage: the net orderly liquidation value of Inventory (provided that Inventory consisting of raw materials, Eligible In-Transit Inventory and Eligible Slow Moving Inventory shall each be subject to a separate NOLV Percentage), expressed as a percentage, expected to be realized at an orderly, negotiated sale held within a reasonable period of time, net of all liquidation expenses, as determined from the most recent appraisal of Borrowers' Inventory performed by an appraiser and on terms satisfactory to Agent.

Non-Extension Notice Date: as defined in **Section 2.2.1(e)**.

Notice of Borrowing: a Notice of Borrowing to be provided by Borrower Agent to request a Borrowing of Revolver Loans, in form satisfactory to Agent.

Notice of Conversion/Continuation: a Notice of Conversion/Continuation to be provided by Borrower Agent to request a conversion or continuation of any Loans as LIBOR Loans, in form satisfactory to Agent.

Obligations: all (a) principal of and premium, if any, on the Loans, (b) LC Obligations and other obligations of Obligors with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under Loan Documents, including interest that accrues following the commencement of an Insolvency Proceeding or which would accrue but for the commencement of such Insolvency Proceeding (whether or not allowed in such proceeding), (d) Secured Bank Product Obligations, and (e) other Indebtedness, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, including obligations under the Secured Guarantee (as defined in the Guarantee and Collateral Agreement), whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several; provided, that Obligations of an Obligor shall not include its Excluded Swap Obligations.

Obligor: each Borrower, Guarantor, or other Person that is liable for payment of any Obligations or that has granted a Lien in favor of Agent on its assets to secure any Obligations.

OFAC: Office of Foreign Assets Control of the U.S. Treasury Department.

Ordinary Course of Business: the ordinary course of business of any Borrower or Subsidiary, undertaken in good faith and consistent with Applicable Law and past practices.

Organic Documents: with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

OSHA: the Occupational Safety and Hazard Act of 1970.

Other Connection Taxes: Taxes imposed on a Recipient due to a present or former connection between it and the taxing jurisdiction (other than connections arising from the Recipient having executed, delivered, become party to, performed obligations or received payments under, received or perfected a Lien or engaged in any other transaction pursuant to, enforced, or sold or assigned an interest in, any Loan or Loan Document).

Other Taxes: all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, any Loan Document, except Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 13.4(c)**).

Overadvance: as defined in **Section 2.1.5**.

Overadvance Loan: a Base Rate Revolver Loan made when an Overadvance exists or is caused by the funding thereof.

Participant: as defined in **Section 13.2**.

Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

Payment Conditions: with respect to the applicable specified activity on any date of determination, (a) no Default or Event of Default exists or would result from the specified activity; (b) Availability on the date of such determination, before and after giving pro forma effect to such specified activity, is greater than or equal to the greater of (i) 20% of the Commitments at such time and (ii) \$20,000,000; (c) the average daily amount of Availability for the 60-day period immediately preceding such specified activity shall have been greater than or equal to the greater of (i) 20% of the Commitments at such time and (ii) \$20,000,000, calculated on a pro forma basis assuming such specified activity occurred on the first day of such 60-day period; (d) Borrowers shall be in compliance with a Fixed Charge Coverage Ratio for the trailing twelve-month period ended immediately prior to such date of 1.0 to 1.0, determined on a pro forma basis assuming such specified activity occurred on the first day of such period; and (e) Borrowers shall have delivered a certificate to Agent certifying as to **clauses (a) through (d)** above and setting forth projections prepared in good faith demonstrating that Availability shall be greater than or equal to the greater of (i) 20% of the Commitments at such time and (ii) \$20,000,000 for the greater of (x) the 90-day period following such specified activity and (y) the period following such specified activity up to and including August 31 of such year (or the following year if such specified activity occurs after August 31 of such year).

Payment Item: each check, draft or other item of payment payable to a Borrower, including those constituting proceeds of any Collateral.

PBGC: the Pension Benefit Guaranty Corporation.

Pension Plan: any employee pension benefit plan (as defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Obligor or ERISA Affiliate or to which such Obligor or ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the preceding five plan years.

Perfection Certificate: as defined in the Guarantee and Collateral Agreement.

Permitted Acquisition: any Acquisition as long as (a) no Default or Event of Default exists or is caused thereby; (b) the Acquisition is consensual and such Acquisition and all transactions related thereto shall be consummated in accordance with Applicable Law; (c) the assets, business or Person being acquired is useful or engaged in the same or a similar line of business as Borrowers and Subsidiaries; (d) no Indebtedness or Liens are assumed or incurred, other than Permitted Indebtedness and Permitted Liens; provided that no Liens shall be permitted on acquired Inventory or Accounts at the time of such Acquisition; (e) the Payment Conditions are satisfied; (f) if, as a result of such Acquisition, a new Subsidiary is formed or acquired, Obligors shall comply with all applicable provisions of

Sections 10.1.14 and 5.10; (g) Obligors shall take such actions as may be required or reasonably requested to ensure that Agent, for the ratable benefit of the Lenders and other Secured Parties, has a perfected security interest, to the extent contemplated in the Guarantee and Collateral Agreement and with the priority contemplated in the Intercreditor Agreement, in any assets acquired in such Acquisition and required to become Collateral pursuant to **Section 10.1.14** or any other Loan Document; and (f) Borrowers use commercially reasonable efforts to deliver to Agent, at least 10 Business Days prior to the Acquisition (but in any event shall deliver to Agent within 1 Business Day prior to the Acquisition), copies of all material agreements relating thereto and a certificate, in form and substance satisfactory to Agent, stating that the Acquisition is a “Permitted Acquisition” and demonstrating compliance with the foregoing requirements.

Permitted Asset Disposition: as long as no Default or Event of Default exists and all Net Proceeds are remitted to Agent to the extent required by **Section 5.2** or the other provisions of the Loan Documents and subject to the terms of the Intercreditor Agreement, an Asset Disposition that is

- (a) dispositions or abandonments of damaged, worn-out, obsolete, unmerchantable or surplus equipment and property (including Intellectual Property), in each case in the Ordinary Course of Business;
- (b) dispositions of Inventory in the Ordinary Course of Business;
- (c) dispositions of Cash Equivalents in the Ordinary Course of Business;
- (d) dispositions between and among Borrowers and the Subsidiaries; provided that if the transferor in such a transaction is an Obligor, then either (x) the transferee must be an Obligor, (y) the aggregate amount of all dispositions made pursuant to this clause (d)(y) shall not exceed \$2,500,000 in the aggregate during the term of this Agreement, or (z) the portion of any such Disposition made for less than fair market value and any non-cash consideration received in exchange for such Disposition shall in each case constitute an Investment in such Subsidiary and must be otherwise permitted hereunder;
- (e) dispositions solely among Subsidiaries that are not Obligors;
- (f) the sale of services, or the termination of any contracts, in each case in the Ordinary Course of Business;
- (g) the granting of Liens permitted by **Section 10.2.2**;
- (h) the sale or discount, in each case without recourse, of accounts receivable arising in the Ordinary Course of Business and not included in the most recently delivered Borrowing Base Certificate delivered hereunder, but only in connection with the compromise or collection thereof;
- (i) any involuntary loss, damage or destruction of property, or any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition or use of property;
- (j) the leasing or subleasing of assets of Borrowers or their Subsidiaries in the Ordinary Course of Business;
- (k) the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Company not resulting in a Change of Control;
- (l) (i) the lapse of registered patents, trademarks, copyrights and other Intellectual Property of Borrowers and their Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of patents, trademarks, copyrights or other Intellectual Property rights in the Ordinary Course of Business;

(m) the making of Distributions that are expressly permitted to be made pursuant to **Section 10.2.4** of this Agreement;

(n) a Carson-Dellosa Drag-Along Sale;

(o) contributions of assets to joint ventures and other dispositions constituting Investments, in each case to the extent permitted under **Section 10.2.5**;

(p) dispositions of Investments in joint ventures and other non-wholly owned entities to the extent required by, or made pursuant to buy/sell arrangements between the parties set forth in, joint venture arrangements, shareholder agreements, and similar binding agreements;

(q) dispositions constituting the licensing or cross-licensing of Intellectual Property in the Ordinary Course of Business;

(r) sale leaseback transactions with respect to property having a fair market value not to exceed \$5,000,000 in the aggregate during the term of this Agreement;

(s) a disposition not in the Ordinary Course of Business of assets (other than ABL Priority Collateral) so long as the Net Proceeds thereof are applied in accordance with the Term Loan Facility or any replacement thereof to the extent required thereby;

(t) a disposition not in the Ordinary Course of Business of assets (other than ABL Priority Collateral) at any time in an amount not to exceed the greater of \$10,000,000 and 2.5% of Consolidated Total Assets in any Fiscal Year;

(u) a Specified Asset Disposition so long as (i) the Payment Conditions are satisfied, (ii) the Net Total Leverage Ratio calculated immediately after such disposition is not greater than the Net Total Leverage Ratio calculated immediately prior to such disposition, (iii) the Net First Lien Leverage Ratio calculated immediately after such disposition is not greater than the Net First Lien Leverage Ratio calculated immediately prior to such disposition, (iv) any proceeds of such disposition constituting ABL Priority Collateral are used to repay the Loans without any Commitment reduction, (v) immediately prior to the disposition, Borrowers deliver to Agent an updated Borrowing Base Certificate removing the relevant assets and demonstrating that the Payment Conditions are still satisfied and demonstrating that Availability shall be greater than or equal to the greater of (x) 20% of the Commitments at such time and (y) \$20,000,000 for the twelve-month period following such disposition; and

(v) as otherwise approved in writing by Agent and the Required Lenders;

provided that in any Asset Disposition permitted under **clauses (a) through (v)** (other than under **clauses (d), (e), (i), (l), (m), (n), (o) and (p)**) above, Borrowers receive fair market value (as determined by Borrowers in good faith) and at least 75% of the proceeds consist of cash or Cash Equivalents (provided further, that the following shall be deemed to be cash: (1) any liabilities (as shown on Company's most recent balance sheet provided hereunder or in the footnotes thereto) of an Obligor, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Asset Disposition and for which Company and all of its Subsidiaries shall have been validly released by all applicable creditors in writing and (2) any securities received by the applicable Obligor from such transferee that are converted by such Obligor into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 30 days following the closing of the applicable Asset Disposition.

Permitted Contingent Obligations: Contingent Obligations (a) arising from endorsements of Payment Items for collection or deposit in the Ordinary Course of Business; (b) arising from Hedging Agreements permitted hereunder; (c) existing on the Closing Date and set forth in **Schedule 10.2.1**, and any extension or renewal thereof that does not increase the amount of such Contingent Obligation when extended or renewed; (d) incurred in the Ordinary Course of Business with respect to surety, appeal or performance bonds, or other similar obligations; (e) arising from customary indemnification obligations in favor of purchasers in connection with dispositions permitted hereunder; (f) arising under the Loan Documents or the Term Loan Facility; or (g) in an aggregate amount of \$2,500,000 or less at any time.

Permitted First Lien Debt: Indebtedness incurred by Borrowers for Borrowed Money; provided that (a) such Indebtedness satisfies the requirements set forth below and (b) Company shall have delivered to Agent a certificate of a Senior Officer (i) designating such Indebtedness as “Permitted First Lien Debt”, (ii) specifying the initial principal amount thereof, (iii) identifying the trustee, administrative agent or collateral agent (or equivalent agent or representative of the creditors) thereunder and (iv) certifying that such Indebtedness satisfies the requirements set forth in this definition and that after giving effect to the incurrence thereof no Default or Event of Default shall have occurred and be continuing. No Indebtedness shall be Permitted First Lien Debt at any time unless it satisfies the following requirements at such time:

(i) the final maturity date of any such Indebtedness shall be no earlier than 91 days following the Revolver Termination Date;

(ii) none of the obligors or guarantors with respect to such Indebtedness shall be a Person that is not an Obligor;

(iii) such Indebtedness shall not require any scheduled payments of principal prior to the Revolver Termination Date, other than any such scheduled payments that, during any one-year period after the date of issuance or incurrence of such Indebtedness, together with all other scheduled payments of principal in respect of Permitted Ratio Debt during such one-year period, do not exceed 1% of the initial principal amount of all Permitted Ratio Debt outstanding at the time such Indebtedness was issued, after giving effect to such issuance;

(iv) such Indebtedness shall not be subject to any terms requiring any obligor of such Indebtedness to pay, prepay, purchase, repurchase, redeem, retire, cancel or terminate (or offer to do any of the foregoing) such Indebtedness other than (A) at maturity, (B) pursuant to scheduled payments of principal that comply with **clause (iii)** above and (C) customary mandatory prepayments (1) in the event of a “change in control” (or similar event), (2) in the event of an “asset sale” (or similar event, including condemnation or casualty), subject to customary reinvestment rights; provided such prepayment shall not apply to the sale or disposition of ABL Priority Collateral, and (3) in the case of any Indebtedness that constitutes a term loan, on account of annual “excess cash flow” on terms approved by Agent (such approval not to be unreasonably withheld); provided that any mandatory prepayments on account of annual “excess cash flow” shall only be permitted if the Payment Conditions are satisfied; and

(v) such Indebtedness (A) shall not be secured on a first-priority basis by any assets of any Obligor other than assets that do not constitute ABL Priority Collateral and (B) if secured by the Collateral, shall be subject to the Intercreditor Agreement or another intercreditor agreement reasonably satisfactory to Agent.

Permitted Indebtedness: as defined in **Section 10.2.1**.

Permitted Lien: as defined in **Section 10.2.2**.

Permitted Purchase Money Debt: Purchase Money Debt of Borrowers and Subsidiaries that is unsecured or secured only by a Purchase Money Lien, as long as the aggregate amount together with all Capital Lease Obligations does not exceed \$15,000,000 at any time and its incurrence does not violate **Section 10.2.3**.

Permitted Ratio Debt: at any time, the aggregate principal amount of (i) Permitted First Lien Debt and (ii) Permitted Unsecured Debt then outstanding.

Permitted Surety Bonds: unsecured guarantees and reimbursement obligations incurred in the Ordinary Course of Business with respect to surety and appeal bond, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations.

Permitted Unsecured Debt: Indebtedness incurred by Borrowers for Borrowed Money; provided that (a) such Indebtedness satisfies the requirements set forth below and (b) Company shall have delivered to Agent a certificate of a Senior Officer (i) designating such Indebtedness as “Permitted Unsecured Debt”, (ii) specifying the initial principal amount thereof, (iii) identifying the trustee, administrative agent or collateral agent (or equivalent agent or representative of the creditors) thereunder and (iv) certifying that such Indebtedness satisfies the requirements set forth in this definition and that after giving effect to the incurrence thereof no Default or Event of Default shall have occurred and be continuing. No Indebtedness shall be Permitted Unsecured Debt at any time unless it satisfies the following requirements at such time:

(i) the final maturity date of any such Indebtedness shall be no earlier than 91 days following the Revolver Termination Date;

(ii) none of the obligors or guarantors with respect to such Indebtedness shall be a Person that is not an Obligor;

(iii) such Indebtedness shall not require any scheduled payments of principal prior to the Revolver Termination Date, other than any such scheduled payments that, during any one-year period after the date of issuance or incurrence of such Indebtedness, together with all other scheduled payments of principal in respect of Permitted Ratio Debt during such one-year period, do not exceed 1% of the initial principal amount of all Permitted Ratio Debt outstanding at the time such Indebtedness was issued, after giving effect to such issuance;

(iv) such Indebtedness shall not be subject to any terms requiring any obligor of such Indebtedness to pay, prepay, purchase, repurchase, redeem, retire, cancel or terminate (or offer to do any of the foregoing) such Indebtedness other than (A) at maturity, (B) pursuant to scheduled payments of principal that comply with **clause (iii)** above and (C) customary mandatory prepayments (1) in the event of a “change in control” (or similar event), (2) in the event of an “asset sale” (or similar event, including condemnation or casualty), subject to customary reinvestment rights; provided such prepayment shall not apply to the sale or disposition of ABL Priority Collateral, and (3) in the case of any Indebtedness that constitutes a term loan, on account of annual “excess cash flow” on terms approved by Agent (such approval not to be unreasonably withheld); provided that any mandatory prepayments on account of annual “excess cash flow” shall only be permitted if the Payment Conditions are satisfied; and

(v) such Indebtedness shall be unsecured.

Person: any individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

Plan: any employee benefit plan (as defined in Section 3(3) of ERISA) established by an Obligor or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, an ERISA Affiliate.

Plan of Reorganization: the Debtors' Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, as filed with the Bankruptcy Court on May 23, 2013.

Platform: as defined in **Section 14.3.3**.

Prepetition Escrow Account: the escrow account holding the Prepetition Escrowed Amounts.

Prepetition Escrow Agreement: the Escrow Agreement, dated as of February 27, 2013, among Borrower, Bayside Finance LLC, as administrative agent for the Prepetition Term Loan Agreement (as defined therein), U.S. Bank National Association, as administrative agent for the Credit Agreement (as defined therein) and U.S. Bank National Association, as escrow agent.

Prepetition Escrow Reserve: so long as the Escrow Agreement is in effect, at all times the aggregate amount of (a) an amount equal to one month of accrued interest in connection with the Prepetition Escrowed Amounts, **plus** (b) accrued and unpaid professional fees and expenses.

Prepetition Escrowed Amounts: as defined in the Plan of Reorganization.

Prime Rate: the rate of interest announced by Bank of America from time to time as its prime rate. Such rate is set by Bank of America on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate publicly announced by Bank of America shall take effect at the opening of business on the day specified in the announcement.

Pro Forma Transaction: any Investment that results in a person becoming a Subsidiary, any Permitted Acquisition, any Asset Disposition that results in a Subsidiary ceasing to be a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Asset Disposition of a business unit, line of business or division of Borrowers or any Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise and any other transaction that by the terms of this Agreement requires a financial ratio or test to be determined on a "Pro Forma Basis" or to be given "pro forma effect".

Pro Rata: with respect to any Lender, a percentage (rounded to the ninth decimal place) determined (a) by dividing the amount of such Lender's Commitment by the aggregate outstanding Commitments; or (b) following termination of the Commitments, by dividing the amount of such Lender's Loans and LC Obligations by the aggregate outstanding Loans and LC Obligations or, if all Loans and LC Obligations have been paid in full and/or Cash Collateralized, by dividing such Lender's and its Affiliates' remaining Obligations by the aggregate remaining Obligations.

Properly Contested: with respect to any obligation of an Obligor, (a) the obligation is subject to a bona fide dispute regarding amount or such Obligor's liability to pay; (b) the obligation is being properly contested in good faith by appropriate proceedings promptly instituted and diligently pursued; (c) appropriate reserves have been established in accordance with GAAP; (d) non-payment during such contest could not have a Material Adverse Effect, nor result in forfeiture or sale of any material assets of such Obligor; (e) no Lien, other than any Permitted Lien, is imposed on assets of such Obligor, unless bonded and stayed to the reasonable satisfaction of Agent in its discretion; and (f) if the obligation results from entry of a judgment or other order, such judgment or order is stayed pending appeal or other judicial review.

Property: any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

Protective Advances: as defined in **Section 2.1.6**.

Purchase Money Debt: (a) Indebtedness (other than the Obligations) for payment of any of the purchase price of the acquisition, construction or improvement of any fixed or capital assets; (b) Indebtedness (other than the Obligations) incurred within 180 days before or after the acquisition or completion of such construction or improvement of any fixed assets or capital assets, for the purpose of financing any of the purchase price thereof; and (c) any renewals, extensions or refinancings (but not increases) thereof.

Purchase Money Lien: a Lien that secures Purchase Money Debt, encumbering only the fixed assets acquired with such Indebtedness and constituting a Capital Lease or a purchase money security interest under the UCC.

Qualified ECP: an Obligor with total assets exceeding \$10,000,000, or that constitutes an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” under Section 1a(18)(A)(v)(II) of such act.

RCRA: the Resource Conservation and Recovery Act (42 U.S.C. §§ 6991-6991i).

Real Estate: all right, title and interest (whether as owner, lessor or lessee) in any land and/or any buildings, structures, parking areas or other improvements thereon together with any related real Property interests related thereto.

Reasonable Credit Judgment: Agent’s commercially reasonable credit judgment (from the perspective of a secured, asset-based lender) exercised, in good faith and, as it relates to the establishment or increase of Availability Reserves, the determination of the Dilution Percent, the requirement for field examinations and appraisals, or the adjustment or imposition of exclusionary criteria; provided that (a) such establishment, increase, adjustment or imposition after the Closing Date be based on the analysis of facts or events first occurring or first discovered by Agent, after the Closing Date or that are materially different from facts or events occurring or known to Agent, on the Closing Date; (b) the imposition or increase of any Availability Reserve shall not duplicate (x) the exclusionary criteria set forth in the definitions of “Eligible Accounts,” “Eligible Credit Card Account” and “Eligible Inventory,” as applicable (and vice versa), or (y) any reserves deducted in computing book value or net orderly liquidation value; and (c) the amount of any such Availability Reserve so established or the effect of any adjustment or imposition of exclusionary criteria shall bear a reasonable relationship to the effects that form the basis thereunder. Subject to the foregoing, in exercising such judgment, Agent may consider any factors that could increase the credit risk of lending to Borrowers on the security of the Collateral.

Recipient: Agent, Issuing Bank, any Lender or any other recipient of a payment to be made by an Obligor under a Loan Document or on account of an Obligation.

Refinancing Conditions: the following conditions for Refinancing Debt: (a) it is in an aggregate principal amount that does not exceed the principal amount of the Indebtedness being extended, renewed or refinanced (solely for purposes of this definition, “Refinanced Debt”) plus accrued interest (including any interest paid in kind), fees and premiums (if any) thereon and reasonable fees and expenses associated with the refinancing; (b) the Refinanced Debt shall be repaid, defeased or satisfied and discharged on a dollar-for-dollar basis (or such lesser basis that results in repayment in full of such Refinanced Debt), and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, substantially

concurrently with such refinancing; (c) it has a final maturity no sooner than, a weighted average life no less than, and an interest rate no greater than, the Refinanced Debt; (d) if it is secured, the terms and conditions relating to collateral for such Indebtedness, taken as a whole, shall be no more favorable to the investors providing such Indebtedness than the terms and conditions with respect to the collateral for the Refinanced Debt (and the Liens on any collateral securing such Indebtedness shall have the same (or lesser) priority as the Refinanced Debt relative to the Liens on the Collateral securing the Obligations) and if such Refinancing Debt is secured by the Collateral, it shall be subject to the Intercreditor Agreement; (e) it is subordinated to the Obligations at least to the same extent as the Indebtedness being extended, renewed or refinanced; (f) such Refinancing Debt shall be otherwise on terms and conditions (other than interest, fees, premiums, funding discounts, optional prepayment provisions, guarantees, collateral and subordination) that are, taken as a whole, in the reasonable good faith determination of Borrowers, not materially less favorable to Borrowers than those applicable to the Refinanced Debt; (g) no additional Lien is granted to secure it; (h) no additional Person is obligated on such Indebtedness; and (i) upon giving effect to it, no Default or Event of Default exists.

Refinancing Debt: Borrowed Money that is the result of an extension, renewal or refinancing of Indebtedness permitted under **Section 10.2.1(b)**, (d) (other than Indebtedness consisting of letters of credit issued by Wells Fargo and listed on **Schedule 10.2.1**), (f), (i) or (j).

Reimbursement Date: as defined in **Section 2.2.2**.

Related Real Estate Documents: with respect to any Real Estate subject to a Mortgage, the following, in form and substance satisfactory to Agent and received by Agent for review at least 15 days prior to the effective date of the Mortgage: (a) a mortgagee title policy (or binder therefor) covering Agent's interest under the Mortgage, by an insurer acceptable to Agent (provided, however, so long as the Term Loan Facility is in effect, that any insurer deemed acceptable to the Term Loan Agent pursuant to the Term Loan Facility shall be acceptable to Agent hereunder) which must be fully paid on such effective date and which will be in an amount reasonably satisfactory to the Term Loan Agent pursuant to the Term Loan Facility, but in no event exceeding One Hundred Ten Percent (110%) of the value of such property as determined by the appraisal report delivered pursuant to **clause (d)** herein or in the event that no such appraisal is ordered, as reasonably agreed upon by the applicable Borrower and the Term Loan Agent pursuant to the Term Loan Facility; (b) a survey of the Real Estate, in form and substance reasonably satisfactory to Agent, certified by a licensed surveyor acceptable to Agent (provided, however, so long as the Term Loan Facility is in effect, that any survey and surveyor acceptable to the Term Loan Agent pursuant to the Term Loan Facility shall be deemed acceptable to Agent hereunder); (c) a life-of-loan flood hazard determination and, if the Real Estate is located in a special flood hazard area, an acknowledged notice to the applicable Borrower and flood insurance by an insurer acceptable to Agent (provided, however, so long as the Term Loan Facility is in effect, that any survey and surveyor acceptable to the Term Loan Agent pursuant to the Term Loan Facility shall be deemed acceptable to Agent hereunder); (d) if requested by Agent, an appraisal complying with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, by a third-party appraiser acceptable to Agent, and in form and substance satisfactory to Required Lenders; (e) upon the reasonable request of Agent, Phase I environmental assessments ("Phase Is"), prepared by environmental engineers reasonably acceptable to Agent (provided, that any such Phase Is shall be required to be delivered to Agent within 90 days of the Closing Date), (f) such other reports, certificates, studies or data as Agent may reasonably require, all in form and substance satisfactory to Required Lenders; and (g) such other documents, instruments or agreements as Agent may reasonably require with respect to any environmental risks regarding the Real Estate.

Rent and Charges Reserve: the aggregate of (a) all past due rent and other amounts owing by an Obligor to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any Collateral or could assert a Lien on any such Collateral; and (b) a reserve of not more than three months' rent and other charges that could be payable to any such Person, unless it has executed a Lien Waiver.

Report: as defined in **Section 12.2.3**.

Reportable Event: any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

Reporting Trigger Period: the period (a) commencing on any date in which an Event of Default occurs or Availability is less than 15% of the Commitments at such time and (b) continuing until the first date thereafter on which no Event of Default has existed for 30 consecutive days and Availability has been at least 15% of the Commitments at all times for 30 consecutive days.

Required Lenders: Secured Parties holding more than 50% of (a) the aggregate outstanding Commitments; or (b) following termination of the Commitments, the aggregate outstanding Loans and LC Obligations or, if all Loans and LC Obligations have been Paid in Full, the aggregate remaining Obligations; provided, however, that Commitments, Loans and other Obligations held by a Defaulting Lender and its Affiliates shall be disregarded in making such calculation, but any related Fronting Exposure shall be deemed held as a Loan or LC Obligation by the Secured Party that funded the applicable Loan or issued the applicable Letter of Credit; provided, further, that, in addition to the foregoing, if there are either two or three Lenders, then at least two (2) Secured Parties shall be required for any matter requiring the vote or approval of Required Lenders and for purposes of computing the number of Secured Parties under this definition, Affiliates of a Secured Party shall not constitute a separate Secured Party.

Restricted Investment: any Investment by a Borrower or Subsidiary, other than

(a) Investments existing on the date hereof and set forth on **Schedule 10.2.5**;

(b) Investments in Cash Equivalents made in the Ordinary Course of Business;

(c) Investments in Borrowers or any Subsidiary, provided that (i) any such Investments in the form of loans and advances made by an Obligor shall be permitted so long as no Default or Event of Default exists or would result therefrom and shall be evidenced by a promissory note pledged to the Collateral Agent (or its agent, designee or bailee, including the agent under the Term Loan pursuant to the terms of the Intercreditor Agreement) for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, (ii) any such Investments in the form of Equity Interests held by an Obligor shall be pledged pursuant to the Guarantee and Collateral Agreement (subject to any limitations applicable to voting stock of a Foreign Subsidiary referred to therein) and (iii) the aggregate amount of such Investments made from the Closing Date by Obligors in Subsidiaries that are not Obligors shall not exceed \$2,500,000;

(d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the Ordinary Course of Business;

(e) Loans made by Borrowers and their Subsidiaries in the Ordinary Course of Business in accordance with their usual practice to their respective employees so long as the aggregate principal amount thereof at any time outstanding (determined without regard to any write-down or write-offs of such loans and advances) shall not exceed \$1,000,000;

(f) Hedging Agreements entered into by Borrowers and their Subsidiaries that are (i) required by the Term Loan Facility and not for speculative purposes or (ii) entered into in the Ordinary Course of Business and not for speculative purposes;

(g) to the extent constituting an Investment, Capital Expenditures not prohibited hereunder;

(h) Investments consisting of the non-cash portion of the sales price received for Permitted Asset Dispositions;

(i) lease, utility and other deposits or advances in the Ordinary Course of Business;

(j) cash earnest money deposits made in connection with Permitted Acquisitions or other acquisitions of assets permitted hereunder;

(k) Investments in the Ordinary Course of Business consisting of endorsements for collection or deposit;

(l) Investments of any Person existing at the time such Person becomes a Subsidiary, or consolidates, amalgamates or merges with a Borrower or Subsidiary (including in connection with a Permitted Acquisition) (but excluding Investments in Subsidiaries which must be otherwise permitted by this definition of "Restricted Investments") so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such consolidation, amalgamation or merger;

(m) Investments of Net Proceeds of a Permitted Asset Disposition in accordance with the reinvestment rights set forth in the Term Loan Facility;

(n) Extensions of trade credit in the Ordinary Course of Business;

(o) Investments on or after October 1, 2013 constituting Permitted Acquisitions; provided that the aggregate consideration paid in Permitted Acquisitions to acquire a Person that will not be an Obligor following the acquisition thereof, or to acquire property or assets that will not be owned by an Obligor (each, a "Non-Obligor Permitted Acquisition") shall not exceed, at the time of any such acquisition, together with the aggregate consideration paid in all Non-Obligor Permitted Acquisitions effected prior to such time, \$2,500,000;

(p) to the extent constituting Investments, Permitted Contingent Obligations;

(q) other Investments (other than Acquisitions and Permitted Acquisitions which shall only be permitted in compliance with **clause (o)** above) on or after September 1, 2014 (or, October 1, 2013 in connection with Investments in joint ventures) so long as both before and immediately after giving effect to such Investment the Payment Conditions are satisfied; and

(r) other Investments not included in the preceding clauses; provided that (x) the aggregate amount of such Investments together with the aggregate consideration paid in all Non-Obligor Permitted Acquisitions effected prior to such time, shall not exceed \$5,000,000 and (y) Investments permitted pursuant to this **clause (r)** shall not include Acquisitions and Permitted Acquisitions (other than Non-Obligor Permitted Acquisitions) otherwise permitted hereunder, which shall only be permitted in compliance with **clause (o)** above.

Restrictive Agreement: an agreement (other than a Loan Document) that conditions or restricts the right of any Borrower, Subsidiary or other Obligor to incur or repay Borrowed Money, to grant Liens on any assets, to declare or make Distributions, to modify, extend or renew any agreement evidencing Borrowed Money, or to repay any intercompany Indebtedness.

Revolver Termination Date: June 11, 2018.

Revolver Usage: (a) the aggregate amount of outstanding Loans; **plus** (b) the aggregate Stated Amount of outstanding Letters of Credit.

Royalties: all royalties, fees, expense reimbursement and other amounts payable by a Borrower under a License.

S&P: Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

Sanction: any international economic sanction administered or enforced by the United States Government (including OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

Seasonal Formula Amount: 10% of the NOLV Percentage of the Value of Eligible Inventory.

Secured Bank Product Obligations: Indebtedness, obligations and other liabilities with respect to Bank Products owing by a Borrower or Affiliate of a Borrower to a Secured Bank Product Provider; **provided**, that Secured Bank Product Obligations of an Obligor shall not include its Excluded Swap Obligations.

Secured Bank Product Provider: (a) Bank of America or any of its Affiliates; and (b) any other Person that is a Lender or Affiliate of a Lender at the time such agreements relating to Bank Products is entered into (or with respect to agreements already in existence on the date such Person becomes a Lender, is a Lender or Affiliate of a Lender on such date); **provided** such provider (other than Bank of America or any of its Affiliates) delivers written notice to Agent, in form and substance satisfactory to Agent, within 10 days following the later of the Closing Date (or, in the case of a Person who becomes a Lender pursuant to an assignment under **Section 13.3**, 10 days after such Person becomes a Lender) or creation of the Bank Product, (i) describing the Bank Product and setting forth the maximum amount to be secured by the Collateral (the "**Bank Product Amount**") and the methodology to be used in calculating such amount, and (ii) agreeing to be bound by **Section 12.13**. Notwithstanding the foregoing, the Bank Product Amount may be changed from time to time upon written notice to Agent by such Secured Bank Product Provider.

Secured Parties: Agent, Issuing Bank, Lenders and Secured Bank Product Providers.

Securities Account Control Agreement: the Securities Account control agreements to be executed by the relevant Borrower and each institution maintaining a Securities Account for a Borrower, in favor of Agent, as security for the Obligations, in the form required and to the extent required under **Section 8.5**.

Security Documents: the Guarantee and Collateral Agreement, each Security Agreement Supplement (as defined in the Guarantee and Collateral Agreement), each Issuer Control Agreement (as defined in the Guarantee and Collateral Agreement), Mortgages, Intellectual Property Notices, Deposit Account Control Agreements, Securities Account Control Agreements and all other documents, instruments and agreements now or hereafter securing (or given with the intent to secure) any Obligations.

Senior Officer: the chairman of the board, president, chief executive officer or chief financial officer of a Borrower or, if the context requires, an Obligor.

Settlement Report: a report summarizing Loans and participations in LC Obligations outstanding as of a given settlement date, allocated to Lenders on a Pro Rata basis in accordance with their Commitments.

Solvent: as to any Person, such Person (a) owns Property whose fair salable value is greater than the amount required to pay all of its debts (including contingent, subordinated, unmatured and unliquidated liabilities); (b) owns Property whose present fair salable value (as defined below) is greater than the probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Person as they become absolute and matured; (c) is able to pay all of its debts as they mature; (d) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage; (e) is not “insolvent” within the meaning of Section 101(32) of the Bankruptcy Code; and (f) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person or any of its Affiliates. “Fair salable value” means the amount that could be obtained for assets within a reasonable time, either through collection or through sale under ordinary selling conditions by a capable and diligent seller to an interested buyer who is willing (but under no compulsion) to purchase.

Specified Asset Dispositions: the Asset Dispositions set forth on **Schedule 1.1(c)**.

Specified Default: the failure of any Obligor to comply with the terms of **Section 8.1, 8.2.5, 8.5 or 10.1.1**, the failure of Company to deliver financial statements when required pursuant to **Section 10.1.2**, or the occurrence of any Default specified in **Sections 11.1(a), 11.1(i) or 11.1(j)**.

Specified Payment and Distribution: any prepayment under the Term Loan Agreement, any Distribution pursuant to **Section 10.2.4** and any related prepayment of Specified Unsecured Prepetition Debt pursuant to **Section 10.2.8(b)(iii)**, in each case, as a result of a Specified Asset Disposition.

Specified Unsecured Prepetition Debt: any payment or distribution in respect of the Allowed General Unsecured Claims or Allowed Trade Unsecured Claims (as such terms are defined in the Plan of Reorganization) that is made in accordance with Sections IV.E, IV.F and V.I of the Plan of Reorganization in an aggregate amount not to exceed \$60,000,000.

Specified Obligor: a Borrower that is not then an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to **Section 5.10**).

Stated Amount: the stated amount of a Letter of Credit, including any automatic increase (if any) provided by the terms of the Letter of Credit or related LC Documents, whether or not then effective.

Subordinated Debt: Indebtedness incurred by a Borrower that is expressly subordinate and junior in right of payment to Full Payment of all Obligations, and is on terms (including maturity, interest, fees, repayment, covenants and subordination) reasonably satisfactory to Agent.

Subsidiary: with respect to any Person (herein referred to as the “parent”), any corporation, partnership, limited liability company, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, controlled or held; or (b) that is, at the time any determination is made, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of Company or of an Obligor, as the context may require.

Subsidiary Borrowers: Classroomdirect.com, LLC, a Delaware limited liability company, Sportime, LLC, a Delaware limited liability company, Delta Education, LLC, a Delaware Limited liability company, Premier Agendas, Inc., a Washington corporation, Childcraft Education Corp., a New York corporation, Bird-In-Hand Woodworks, Inc., a New Jersey corporation and Califone International, Inc., a Delaware corporation and any additional Subsidiary of Company who becomes a party hereto, as a Borrower.

Subsidiary Guarantors: each Wholly-Owned Subsidiary of Company listed on **Schedule 1.1(d)** and each other Subsidiary of Company that shall be required to execute and deliver or become party to a Guaranty pursuant to **Section 10.1.14**.

Swap Obligations: with respect to an Obligor, its obligations under a Hedging Agreement that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

Swingline Loan: any Borrowing of Base Rate Loans funded with Agent’s funds, until such Borrowing is settled among Lenders or repaid by Borrowers.

Syndication Agent: as defined in the Preamble hereto.

Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

Term Loan Agent: Credit Suisse AG and its permitted successors and assigns or any other Person designated as term loan agent pursuant to the Term Loan Facility.

Term Loan Agreement: the Credit Agreement dated as of the Closing Date, among Company, the several banks and other financial institutions from time to time parties thereto, the Term Loan Agent and the other parties named therein.

Term Loan Documents: “Term Documents” as defined in the Intercreditor Agreement.

Term Loan Facility: (i) the Term Loan Agreement, as amended, amended and restated, modified, or supplemented from time to time and (ii) any refinancing thereof as long as each Refinancing Condition is satisfied, in each case to the extent permitted by this Agreement and the Intercreditor Agreement.

Term Loan Obligations: “Obligations” under the “Loan Documents” each as defined in the Term Loan Facility.

Term Priority Collateral: the “Term Priority Collateral” as defined in the Intercreditor Agreement.

Term Priority Collateral Account: the “Term Priority Collateral Account” as defined in the Intercreditor Agreement.

Third Lien Subordination Agreement: the Third Lien Subordination Agreement of even date herewith, among Bayside Finance LLC, as administrative agent under the Prepetition Term Loan Credit Agreement (as defined therein), the Term Loan Agent and Agent and acknowledged by Obligors and acknowledged for purposes of paragraph 4 thereof, by U.S. Bank National Association, as administrative agent for the Ad Hoc DIP Credit Agreement (as defined therein) and U.S. Bank National Association, as escrow agent.

Total Debt: at any time, the total Indebtedness of Company and its Subsidiaries at such time (excluding the Obligations); provided that for the avoidance of doubt, Total Debt shall include Specified Unsecured Prepetition Debt; provided, further that reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn shall not constitute Total Debt.

Transactions: collectively, (a) the execution, delivery and performance by Obligors of this Agreement and the other Loan Documents to which they are a party, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder and (b) the consummation of (i) the Plan of Reorganization and (ii) the Term Loan Agreement, in each case on or before the Closing Date.

Transferee: any actual or potential Eligible Assignee, Participant or other Person acquiring an interest in any Obligations.

Transferring Subsidiary: as defined in **Section 10.2.9**.

UCC: the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

Unfunded Pension Liability: the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to the Code, ERISA or the Pension Protection Act of 2006 for the applicable plan year.

Unrestricted Cash: cash or Cash Equivalents of Company or any Subsidiaries that would not appear as "restricted" on a consolidated balance sheet of Company or any Subsidiaries and are not subject to Liens other than Liens arising by operation of law and Liens securing the Obligations and the Term Loan Obligations, not to exceed \$5,000,000; provided that Unrestricted Cash shall be deemed to be \$0 unless, for the 30 days preceding and the 30 days following any date of determination, there have not been, and there will not be, any Borrowings of Loans and Borrowers have had such cash or Cash Equivalents for the preceding 30-day period.

Unused Line Fee Rate: a per annum rate equal to (a) 0.50%, if the average daily Revolver Usage was less than 50% of the Commitments during the preceding calendar month, or (b) 0.375%, if the average daily Revolver Usage was 50% or more of the Commitments during the preceding calendar month.

Upstream Payment:

(a) any Subsidiary may declare and pay dividends or make other distributions to its equity holders, in each case on a pro rata basis;

(b) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Company may repurchase its Equity Interests owned by employees of Company or any Subsidiary or make payments to employees of Company or any Subsidiary upon termination of employment in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans or in connection with the death or disability of such employees in an aggregate amount not to exceed \$1,000,000 in any Fiscal Year;

(c) to the extent permitted by the second proviso of Section 2.13(a) of the Term Loan Agreement as in effect on the Closing Date and so long as both immediately before and immediately after giving effect thereto and giving effect to any related prepayment of Specified Unsecured Prepetition Debt pursuant to **Section 10.2.8(b)(iii)**, the Payment Conditions are satisfied, distributions from the net cash proceeds of the Specified Asset Dispositions in an amount not to exceed \$50,000,000; and

(d) so long as both immediately before and immediately after giving effect thereto the Payment Conditions are satisfied, any other Distribution on or after September 1, 2014.

U.S. Person: any Person (a) (i) that is not disregarded as separate from its owner for U.S. federal income tax purposes and (ii) that is a “United States Person” as defined in Section 7701(a)(30) of the Code; or (b) (i) that is disregarded as separate from its owner for U.S. federal income tax purposes and (ii) whose regarded owner for U.S. federal income tax purposes is a “United States Person” as defined in Section 7701(a)(30) of the Code.

U.S. Tax Compliance Certificate: as defined in **Section 5.9.2(b)(iii)**.

Value: (a) for Inventory, its value determined on the basis of the lower of cost or market, calculated on a first-in, first-out basis, and excluding any portion of cost attributable to intercompany profit among Borrowers and their Affiliates; (b) for an Account (other than a Credit Card Account), its face amount, net of any returns, rebates, discounts (calculated on the shortest terms), credits, allowances or Taxes (including sales, excise or other taxes) that have been or could be claimed by the Account Debtor or any other Person; and (c) for a Credit Card Account, its face amount, net of (x) any discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a credit card processor or issuer pursuant to the terms of any agreement or understanding (written or oral)) and (y) the aggregate amount of all cash received in respect of such Account but not yet applied by Borrowers to reduce the amount of such Credit Card Account.

Wholly-Owned Subsidiary: as to any Person, any other Person all of the Equity Interest of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly-Owned Subsidiaries.

Wisconsin Wage Protection Act Reserve: on any date of determination, a reserve established from time to time by Agent in its Reasonable Credit Judgment, in such amount as Agent determines reflects the amounts that may become due under the Wisconsin Wage Protection Act with respect to the employees of any Obligor employed in Wisconsin which would give rise to a Lien with priority under Applicable Law over the Lien of Agent.

1.2 Accounting Terms. Under the Loan Documents (except as otherwise specified therein), all accounting terms shall be interpreted, all accounting determinations shall be made, and all financial statements shall be prepared, in accordance with GAAP applied on a basis consistent with the most recent audited financial statements of Borrowers delivered to Agent before the Closing Date and using the same inventory valuation method as used in such financial statements, except for any change required or permitted by GAAP if Borrowers’ certified public accountants concur in such change, the change is disclosed to Agent, and all relevant provisions of the Loan Documents are amended in a manner satisfactory to Required Lenders to take into account the effects of the change.

1.3 Uniform Commercial Code. As used herein, the following terms are defined in accordance with the UCC in effect in the State of New York from time to time: “Chattel Paper,” “Commercial Tort Claim,” “Deposit Account,” “Document,” “Equipment,” “General Intangibles,” “Goods,” “Instrument,” “Inventory,” “Investment Property,” “Letter-of-Credit Right,” “Securities Account” and “Supporting Obligation.”

1.4 Certain Matters of Construction. The terms “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, “from” means “from and including,” and “to” and “until” each mean “to but excluding.” The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of ejusdem generis shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation of any Loan Document. All references to (a) laws include all related

regulations, interpretations, supplements, amendments and successor provisions; (b) unless otherwise specified herein as referring to a document, instrument or agreement as in effect on the Closing Date, any document, instrument or agreement includes any amendments, waivers and other modifications, extensions or renewals (to the extent permitted by the Loan Documents); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; (f) unless otherwise indicated, time of day mean time of day at Agent's notice address under **Section 14.3.1**; or (g) discretion of Agent, Issuing Bank or any Lender shall mean the sole and absolute discretion of such Person. All references to Value, Borrowing Base components, Loans, Letters of Credit, Obligations and other amounts herein shall be denominated in Dollars, unless expressly provided otherwise, and all determinations (including calculations of Borrowing Base and financial covenants) made from time to time under the Loan Documents shall be made in light of the circumstances existing at such time. Borrowing Base calculations shall be consistent with historical methods of valuation and calculation, and otherwise reasonably satisfactory to Agent (and not necessarily calculated in accordance with GAAP). All terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Borrower or any Subsidiary at "fair value", as defined therein, (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. Borrowers shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent, Issuing Bank or any Lender under any Loan Documents. No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Reference to a Borrower's "knowledge" or similar concept means actual knowledge of a Senior Officer.

1.5 Certain Pro Forma Calculations. Notwithstanding anything to the contrary herein, the Net First Lien Leverage Ratio, the Total Net Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated in the manner prescribed by this Section 1.5, provided that, notwithstanding anything to the contrary in clause (a), (b) or (c) of this Section 1.5, when calculating the Fixed Charge Coverage Ratio for purposes of determining whether the Payment Conditions have been satisfied, the events described in this Section 1.5 that occurred subsequent to the end of the applicable testing period shall not be given pro forma effect.

(a) For purposes of calculating the Net First Lien Leverage Ratio, the Net Total Leverage Ratio and the Fixed Charge Coverage Ratio, Pro Forma Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been consummated (i) during the applicable period of four consecutive fiscal quarters (or, in the case of the Fixed Charge Coverage Ratio, 12 consecutive months) for which such financial ratio is being determined (the "Test Period"), or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Pro Forma Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Pro Forma Transaction) had occurred on the first day of the applicable Test Period.

(b) If pro forma effect is to be given to a Pro Forma Transaction, the pro forma calculations shall be made in good faith by a financial or accounting Senior Officer of Borrowers and include only those adjustments that would be permitted or required by Regulation S-X.

(c) In the event that Borrowers or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of Net Total Leverage Ratio, Net First Lien Leverage Ratio or Fixed Charge Coverage Ratio (other than Indebtedness incurred or repaid under any revolving credit facility in the Ordinary Course of Business for working capital purposes) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Net Total Leverage Ratio, Net First Lien Leverage Ratio or Fixed Charge Coverage Ratio subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, the Net Total Leverage Ratio, Net First Lien Leverage Ratio or Fixed Charge Coverage Ratio, as applicable, shall be calculated after giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the first day of the applicable Test Period.

SECTION 2. CREDIT FACILITIES

2.1 Commitment.

2.1.1 Loans. Each Lender agrees, severally on a Pro Rata basis up to its Commitment, on the terms set forth herein, to make Loans to Borrowers from time to time through the Commitment Termination Date. The Loans may be repaid and reborrowed as provided herein. In no event shall Lenders have any obligation to honor a request for a Loan if the Revolver Usage at such time plus the requested Loan would exceed the Borrowing Base.

2.1.2 Notes. Loans and interest accruing thereon shall be evidenced by the records of Agent and the applicable Lender. At the request of a Lender, Borrowers shall deliver promissory note(s) to such Lender, evidencing its Loan(s).

2.1.3 Use of Proceeds. The proceeds of Loans shall be used by Borrowers (a) to repay the DIP Facilities (specifically, all of the ABL DIP and part of the Ad-Hoc DIP), (b) to fund certain fees and expenses associated with the closing of this credit facility and the Transactions, (c) to repay certain costs and expenses required to be paid in connection with the emergence from Chapter 11 of Borrowers and certain of their Subsidiaries (including, but not limited to, administrative costs, cure costs and potentially to fund cash out options for trade and other unsecured claims), (d) to provide for working capital and (e) for general corporate purposes (including, without limitation, for Permitted Acquisitions and Capital Expenditures).

2.1.4 Voluntary Reduction or Termination of Commitments.

(a) The Commitments shall terminate on the Revolver Termination Date, unless sooner terminated in accordance with this Agreement. Upon at least ten Business Day's prior written notice to Agent, Borrowers may, at their option, terminate the Commitments and this credit facility in full. Any notice of termination given by Borrowers shall be irrevocable; provided that any such notice may state that such notice is conditioned upon effectiveness of other financing, in which case such notice may be revoked by Borrowers by notice to Agent on or prior to the specified effective date if such condition is not satisfied; provided that Borrowers shall pay any amounts due under **Section 3.9** hereof as a result of failing to repay the Obligations on the date specified in such notice. On the termination date, Borrowers shall make Full Payment of all Obligations.

(b) Borrowers may permanently reduce a portion of the Commitments, on a ratable basis for all Lenders, upon at least five Business Days' prior written notice to Agent, which notice shall specify the amount of the reduction and shall be irrevocable once given. Each reduction shall be in a minimum amount of \$5,000,000, or an increment of \$1,000,000 in excess thereof.

2.1.5 Overadvances. If Revolver Usage exceeds the Borrowing Base (such excess amount, an “Overadvance”) at any time, such Overadvance shall be payable by Borrowers **on demand** by Agent, but all such Loans and LC Obligations in excess of the Borrowing Base shall nevertheless constitute Obligations secured by the Collateral and entitled to all benefits of the Loan Documents. Agent may require Lenders to honor requests for Overadvance Loans and to forbear from requiring Borrowers to cure an Overadvance, (a) when no other Event of Default is known to Agent, as long as (i) the Overadvance does not continue for more than 30 consecutive days (and no Overadvance may exist for at least five consecutive days thereafter before further Overadvance Loans are required), and (ii) the Overadvance is not known by Agent to exceed 10% of the Borrowing Base; and (b) regardless of whether an Event of Default exists, if Agent discovers an Overadvance not previously known by it to exist, as long as from the date of such discovery the Overadvance is not increased by more than \$5,000,000 and does not continue for more than 30 consecutive days; provided that the aggregate amount of outstanding Overadvances and Protective Advances shall not, at any time, exceed 10% of the Borrowing Base. In no event shall Overadvance Loans be required that would cause Revolver Usage to exceed the aggregate Commitments. Required Lenders may at any time revoke Agent’s authority to make further Overadvances by written notice to Agent. Any funding of an Overadvance Loan or sufferance of an Overadvance shall not constitute a waiver by Agent or Lenders of the Event of Default caused thereby. In no event shall any Borrower or other Obligor be deemed a beneficiary of this **Section 2.1.5** nor authorized to enforce any of its terms.

2.1.6 Protective Advances. Agent shall be authorized, in its discretion, at any time that any conditions in **Section 6** are not satisfied, to make Base Rate Loans (“Protective Advances”) (a) up to an aggregate amount outstanding at any time not to exceed 10% of the Borrowing Base, if Agent deems such Loans necessary or desirable to preserve or protect Collateral, or to enhance the collectability or repayment of Obligations, as long as such Loans do not cause Revolver Usage to exceed the aggregate Commitments; or (b) if Borrowers default on their obligation to pay such amounts or any other amounts chargeable to Obligors under any Loan Documents, including interest, costs, fees and expenses. Lenders shall participate on a Pro Rata basis in Protective Advances outstanding from time to time. Required Lenders may at any time revoke Agent’s authority to make further Protective Advances under **clause (a)** by written notice to Agent. Absent such revocation, Agent’s determination that funding of a Protective Advance is appropriate shall be conclusive; provided that the aggregate amount of outstanding Overadvances and Protective Advances shall not, at any time, exceed 10% of the Borrowing Base.

2.2 Letter of Credit Facility.

2.2.1 Issuance of Letters of Credit. Issuing Bank shall issue Letters of Credit from time to time until 30 days prior to the Revolver Termination Date (or until the Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) Each Borrower acknowledges that Issuing Bank’s issuance of any Letter of Credit is conditioned upon Issuing Bank’s receipt of a LC Application with respect to the requested Letter of Credit, as well as such other instruments and agreements as Issuing Bank may customarily require for issuance of a letter of credit of similar type and amount. Issuing Bank shall have no obligation to issue any Letter of Credit unless (i) Issuing Bank receives a LC Request and LC Application at least three Business Days prior to the requested date of issuance; (ii) each LC Condition is satisfied; and (iii) if a Defaulting Lender exists, such Lender or Borrowers have entered into arrangements satisfactory to Agent and Issuing Bank to eliminate any Fronting Exposure associated with such Lender. If, in sufficient time to act, Issuing Bank receives written notice from Agent or Required Lenders that a LC Condition has not been satisfied, Issuing Bank shall not issue the requested Letter of Credit. Prior to receipt of any such notice, Issuing Bank shall not be deemed to have knowledge of any failure of LC Conditions.

(b) Letters of Credit may be requested by a Borrower to support obligations incurred in the Ordinary Course of Business, or as otherwise approved by Agent. Increase, renewal or extension of a Letter of Credit shall be treated as issuance of a new Letter of Credit, except that Issuing Bank may require a new LC Application in its discretion.

(c) Borrowers assume all risks of the acts, omissions or misuses of any Letter of Credit by the beneficiary. In connection with issuance of any Letter of Credit, none of Agent, Issuing Bank or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any Documents or of any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and a Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of Issuing Bank, Agent or any Lender, including any act or omission of a Governmental Authority. The rights and remedies of Issuing Bank under the Loan Documents shall be cumulative. Issuing Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against Borrowers are discharged with proceeds of any Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any Letters of Credit or LC Documents, Issuing Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by Issuing Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. Issuing Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. Issuing Bank may employ agents and attorneys-in-fact in connection with any matter relating to Letters of Credit or LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

(e) If any Borrower so requests in any applicable Letter of Credit application, Issuing Bank may, in its discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an “Auto-Extension Letter of Credit”); provided that any such Auto-Extension Letter of Credit must permit the Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the “Non-Extension Notice Date”) in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the Issuing Bank, Borrowers shall not be required to make a specific request to the Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date at least 5 Business Days prior to the Revolver Termination Date; provided, however, that the Issuing Bank shall not permit any such extension if Issuing Bank has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from Agent that the Required Lenders have elected not to permit such extension or (2) from Agent, any Lender or any Borrower that one or more of the applicable conditions specified in **Section 6.2** is not then satisfied, and in each such case directing the Issuing Bank not to permit such extension.

2.2.2 Reimbursement; Participations.

(a) If Issuing Bank honors any request for payment under a Letter of Credit, Borrowers shall pay to Issuing Bank, on the same day ("Reimbursement Date"), the amount paid by Issuing Bank under such Letter of Credit, together with interest at the interest rate for Base Rate Loans from the Reimbursement Date until payment by Borrowers. The obligation of Borrowers to reimburse Issuing Bank for any payment made under a Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any Letter of Credit or the existence of any claim, setoff, defense or other right that Borrowers may have at any time against the beneficiary. Whether or not Borrower Agent submits a Notice of Borrowing, Borrowers shall be deemed to have requested a Borrowing of Base Rate Loans in an amount necessary to pay all amounts due Issuing Bank on any Reimbursement Date and each Lender shall fund its Pro Rata share of such Borrowing whether or not the Commitments have terminated, an Overadvance exists or is created thereby, or the conditions in **Section 6** are satisfied.

(b) Each Lender hereby irrevocably and unconditionally purchases from Issuing Bank, without recourse or warranty, an undivided Pro Rata participation in all LC Obligations outstanding from time to time. Issuing Bank is issuing Letters of Credit in reliance upon this participation. If Borrowers do not make a payment to Issuing Bank when due hereunder, Agent shall promptly notify Lenders and each Lender shall within one Business Day after such notice pay to Agent, for the benefit of Issuing Bank, the Lender's Pro Rata share of such payment. Upon request by a Lender, Issuing Bank shall provide copies of Letters of Credit and LC Documents in its possession at such time.

(c) The obligation of each Lender to make payments to Agent for the account of Issuing Bank in connection with Issuing Bank's payment under a Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a Letter of Credit having been determined to be forged, fraudulent, noncompliant, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; any waiver by Issuing Bank of a requirement that exists for its protection (and not a Borrower's protection) or that does not materially prejudice a Borrower; any honor of an electronic demand for payment even if a draft is required; any payment of an item presented after a Letter of Credit's expiration date if authorized by the UCC or applicable customs or practices; or any setoff or defense that an Obligor may have with respect to any Obligations. Issuing Bank does not assume any responsibility for any failure or delay in performance or any breach by any Borrower or other Person of any obligations under any LC Documents. Issuing Bank does not make to Lenders any express or implied warranty, representation or guaranty with respect to any Letter of Credit, Collateral, LC Document or Obligor. Issuing Bank shall not be responsible to any Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any LC Documents; the validity, genuineness, enforceability, collectability, value or sufficiency of any Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor.

(d) No Issuing Bank Indemnitee shall be liable to any Lender or other Person for any action taken or omitted to be taken in connection with any Letter of Credit or LC Document except as a result of its gross negligence or willful misconduct. Issuing Bank may refrain from taking any action with respect to a Letter of Credit until it receives written instructions (and in its discretion, appropriate assurances) from the Lenders.

2.2.3 Cash Collateral. Subject to **Section 2.1.5**, if at any time (a) an Event of Default exists, (b) the Commitment Termination Date has occurred, or (c) the Revolver Termination Date is scheduled to occur within 20 days, then Borrowers shall, at Issuing Bank's or Agent's request, Cash Collateralize all outstanding Letters of Credit. Borrowers shall, at Issuing Bank's or Agent's request at any time, Cash Collateralize the Fronting Exposure of any Defaulting Lender. If Borrowers fail to provide

any Cash Collateral as required hereunder, Lenders may (and shall upon direction of Agent) advance, as Loans, the amount of Cash Collateral required (whether or not the Commitments have terminated, an Overadvance exists or the conditions in **Section 6** are satisfied).

2.2.4 Resignation of Issuing Bank. Issuing Bank may resign at any time upon notice to Agent and Borrowers. From the effective date of such resignation, Issuing Bank shall have no obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and other obligations of an Issuing Bank hereunder relating to any Letter of Credit issued by it prior to such date. Agent shall promptly appoint a replacement Issuing Bank, which, as long as no Default or Event of Default exists, shall be reasonably acceptable to Borrowers.

2.2.5 Existing Letter of Credit. On the Closing Date, (a) the Existing Letter of Credit, to the extent outstanding, shall be automatically and without further action by the parties thereto deemed converted into a Letter of Credit issued pursuant to **Section 2.2** for the account of Borrowers and subject to the provisions hereof, and for this purpose fees in respect thereof pursuant to **Section 3.2.2** shall be payable (in substitution for any fees set forth in the applicable letter of credit reimbursement agreements or applications relating to the Existing Letter of Credit, except to the extent that such fees are also payable pursuant to **Section 3.2.2**) as if the Existing Letter of Credit had been issued on the Closing Date, (b) the Existing Letter of Credit shall be included in the calculation of LC Obligations and (c) all liabilities of Borrowers with respect to the Existing Letter of Credit shall constitute Obligations secured by the Collateral. Notwithstanding the foregoing, Borrowers shall not be required to pay any additional issuance fees with respect to the issuance of the Existing Letter of Credit solely as a result of such letter of credit being converted to Letters of Credit hereunder, it being understood that the fronting, participation and other fees set forth in **Section 3.2.2** shall otherwise apply to the Existing Letter of Credit.

SECTION 3. INTEREST, FEES AND CHARGES

3.1 Interest.

3.1.1 Rates and Payment of Interest.

(a) The Obligations shall bear interest (i) if a Base Rate Loan, at the Base Rate in effect from time to time, plus the Applicable Margin; (ii) if a LIBOR Loan, at LIBOR for the applicable Interest Period, plus the Applicable Margin; and (iii) if any other Obligation (including, to the extent permitted by law, interest not paid when due), at the Base Rate in effect from time to time, plus the Applicable Margin for Base Rate Loans.

(b) During an Insolvency Proceeding with respect to any Borrower, or during any other Event of Default if Agent or Required Lenders in their discretion so elect, Obligations shall bear interest at the Default Rate (whether before or after any judgment). Each Borrower acknowledges that the cost and expense to Agent and Lenders due to an Event of Default are difficult to ascertain and that the Default Rate is fair and reasonable compensation for this.

(c) Interest shall accrue from the date a Loan is advanced or Obligation is incurred or payable, until paid in full by Borrowers. If a Loan is repaid on the same day made, one day's interest shall accrue. Interest accrued on the Loans (other than any LIBOR Loan) shall be due and payable in arrears, (i) on the first day of each month; (ii) on any date of prepayment, with respect to the principal amount of Loans being prepaid; and (iii) on the Commitment Termination Date. Interest accrued on any LIBOR Loan shall be due and payable in arrears, (1) on the last day of each Interest Period applicable to such Loan or, if sooner, on the respective dates that fall every three months after the beginning of such Interest Period, (2) on the Commitment Termination Date, and (3) on any date of prepayment, with respect to the principal amount of Loans being prepaid. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents and, if no payment date is specified, shall be due and payable **on demand**. Notwithstanding the foregoing, interest accrued at the Default Rate shall be due and payable **on demand**.

3.1.2 Application of LIBOR to Outstanding Loans.

(a) Borrowers may on any Business Day, subject to delivery of a Notice of Conversion/Continuation, elect to convert any portion of the Base Rate Loans to, or to continue any LIBOR Loan at the end of its Interest Period as, a LIBOR Loan. During any Default or Event of Default, Agent may (and shall at the direction of Required Lenders) declare that no Loan may be made, converted or continued as a LIBOR Loan.

(b) Whenever Borrowers desire to convert or continue Loans as LIBOR Loans, Borrower Agent shall give Agent a Notice of Conversion/Continuation, no later than 11:00 a.m. at least two Business Days before the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be 30 days if not specified). If, upon the expiration of any Interest Period in respect of any LIBOR Loans, Borrowers shall have failed to deliver a Notice of Conversion/Continuation, they shall be deemed to have elected to convert such Loans into Base Rate Loans.

3.1.3 Interest Periods. In connection with the making, conversion or continuation of any LIBOR Loans, Borrowers shall select an interest period ("Interest Period") to apply, which interest period shall be 30, 60, 90 or 180 days (if available from all Lenders); provided, however, that:

(a) the Interest Period shall begin on the date the Loan is made or continued as, or converted into, a LIBOR Loan, and shall expire on the numerically corresponding day in the calendar month at its end;

(b) if any Interest Period begins on a day for which there is no corresponding day in the calendar month at its end or if such corresponding day falls after the last Business Day of such month, then the Interest Period shall expire on the last Business Day of such month; and if any Interest Period would otherwise expire on a day that is not a Business Day, the period shall expire on the next Business Day; and

(c) no Interest Period shall extend beyond the Revolver Termination Date.

3.1.4 Interest Rate Not Ascertainable. If, due to any circumstance affecting the London interbank market, Agent determines that adequate and fair means do not exist for ascertaining LIBOR on any applicable date or any Interest Period is not available on the basis provided herein, then Agent shall immediately notify Borrowers of such determination. Until Agent notifies Borrowers that such circumstance no longer exists, the obligation of Lenders to make affected LIBOR Loans shall be suspended and no further Loans may be converted into or continued as such LIBOR Loans.

3.2 Fees.

3.2.1 Unused Line Fee. Borrowers shall pay to Agent, for the Pro Rata benefit of Lenders, a fee equal to the Unused Line Fee Rate times the amount by which the Commitments exceed the average daily Revolver Usage during any month. Such fee shall be payable in arrears, on the first day of each month and on the Commitment Termination Date.

3.2.2 LC Facility Fees. Borrowers shall pay (a) to Agent, for the Pro Rata benefit of Lenders, a fee equal to the Applicable Margin in effect for LIBOR Loans times the average daily Stated Amount of Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month;

(b) to Agent, for its own account, a fronting fee equal to 0.125% per annum on the Stated Amount of each Letter of Credit, which fee shall be payable monthly in arrears, on the first day of each month; and (c) to Issuing Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of Letters of Credit, which charges shall be paid as and when incurred. During an Event of Default, the fee payable under **clause (a)** shall be increased by 2% per annum.

3.2.3 Fee Letters. Borrowers shall pay all fees set forth in the Fee Letters and any other fee letter executed in connection with this Agreement.

3.3 Computation of Interest, Fees, Yield Protection. All interest, as well as fees and other charges calculated on a per annum basis, shall be computed for the actual days elapsed, based on a year of 360 days; provided that all interest on Base Rate Loans (other than those where interest is computed by reference to LIBOR) shall be computed for the actual days elapsed, based on a year of 365 or 366 days, as applicable. Each determination by Agent of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration. All fees payable under **Section 3.2** are compensation for services and are not, and shall not be deemed to be, interest or any other charge for the use, forbearance or detention of money. A certificate as to amounts payable by Borrowers under **Section 3.4, 3.6, 3.7, 3.9 or 5.8**, submitted to Borrower Agent by Agent or the affected Lender shall be final, conclusive and binding for all purposes, absent manifest error, and Borrowers shall pay such amounts to the appropriate party within 10 days following receipt of the certificate.

3.4 Reimbursement Obligations. Borrowers shall pay all Extraordinary Expenses promptly upon request. Borrowers shall also reimburse Agent for all costs of field exams that Agent is entitled to conduct pursuant to **Section 10.1.1** (including internally allocated costs thereof) and shall reimburse Agent and, in the case of **clause (a)** below, each Lead Arranger, for all reasonable and documented, out-of-pocket costs and expenses (including all legal, accounting, consulting fees and expenses) incurred by it in connection with (a) negotiation and preparation of the Commitment Letter, any Loan Documents, including any amendment or other modification thereof, and the syndication of the Loans and Commitments by the Lead Arrangers; (b) administration of and actions relating to any Collateral, Loan Documents and transactions contemplated thereby, including any actions taken to perfect or maintain priority of Agent's Liens on any Collateral, to maintain any insurance required hereunder or to verify Collateral; and (c) subject to the limits of **Section 10.1.1**, each inspection, audit or appraisal with respect to any Obligor or Collateral, whether prepared by Agent's personnel or a third party; provided that Borrowers' obligation to reimburse legal fees pursuant to this sentence shall be limited to fees, charges and disbursements of one counsel for Agent and Lenders (which shall be selected by Agent) and to the extent necessary, one special or local counsel in each appropriate jurisdiction (absent a conflict of interest, in which case the Lenders may engage and be reimbursed for additional counsel). All legal, accounting and consulting fees shall be charged to Borrowers by Agent's professionals at their full hourly rates, regardless of any alternative fee arrangements that Agent, any Lender or any of their Affiliates may have with such professionals that otherwise might apply to this or any other transaction. Borrowers acknowledge that counsel may provide Agent with a benefit (such as a discount, credit or accommodation for other matters) based on counsel's overall relationship with Agent, including fees paid hereunder. If, for any reason (including inaccurate reporting in any Borrower Materials), it is determined that a higher Applicable Margin should have applied to a period than was actually applied, then the proper margin shall be applied retroactively and Borrowers shall immediately pay to Agent, for the ratable benefit of Lenders, an amount equal to the difference between the amount of interest and fees that would have accrued using the proper margin and the amount actually paid. All amounts payable by Borrowers under this **Section 3.4** shall be due **on demand**.

3.5 Illegality. If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund LIBOR Loans, or to determine or charge interest rates based upon LIBOR, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to Agent, any obligation of such Lender to make or continue LIBOR Loans or to convert Base Rate Loans to LIBOR Loans shall be suspended until such Lender notifies Agent that the circumstances giving rise to such determination no longer exist. Upon delivery of such notice, Borrowers shall prepay or, if applicable, convert all LIBOR Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBOR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBOR Loans. Upon any such prepayment or conversion, Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.6 Inability to Determine Rates. Agent will promptly notify Borrower Agent and Lenders if, in connection with a Borrowing of, conversion to or continuation of a LIBOR Loan, (a) Agent determines that (i) Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable Loan amount or Interest Period, or (ii) adequate and reasonable means do not exist for determining LIBOR for the applicable Interest Period; or (b) Required Lenders determine for any reason that LIBOR for the applicable Interest Period does not adequately and fairly reflect the cost to Lenders of funding the Loan. Thereafter, the obligation of Lenders to make or maintain LIBOR Loans shall be suspended to the extent of the affected LIBOR Loan or Interest Period until Agent (upon instruction by Required Lenders) revokes the notice. Upon receipt of such notice, Borrower Agent may revoke any pending request for a Borrowing, conversion or continuation of a LIBOR Loan or, failing that, will be deemed to have submitted a request for a Base Rate Loan.

3.7 Increased Costs; Capital Adequacy.

3.7.1 Increased Costs Generally. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, liquidity, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in LIBOR) or Issuing Bank;

(b) subject any Recipient to Taxes (other than (i) Indemnified Taxes, (ii) Taxes described in **clauses (b), (c) or (d)** of the definition of Excluded Taxes, or (iii) Connection Income Taxes) with respect to any Loan, Letter of Credit, Commitment or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(c) impose on any Lender, Issuing Bank or interbank market any other condition, cost or expense affecting any Loan, Letter of Credit, participation in LC Obligations, Commitment or Loan Document;

and the result thereof shall be to increase the cost to a Lender of making or maintaining any Loan or Commitment, or converting to or continuing any interest option for a Loan, or to increase the cost to a Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by a Lender or Issuing Bank hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or Issuing Bank, Borrowers will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered.

3.7.2 **Capital Requirements.** If a Lender or Issuing Bank determines that a Change in Law affecting such Lender or Issuing Bank or any Lending Office of such Lender or such Lender's or Issuing Bank's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's, Issuing Bank's or holding company's capital as a consequence of this Agreement, or such Lender's or Issuing Bank's Commitments, Loans, Letters of Credit or participations in LC Obligations or Loans, to a level below that which such Lender, Issuing Bank or holding company could have achieved but for such Change in Law (taking into consideration its policies with respect to capital adequacy), then from time to time Borrowers will pay to such Lender or Issuing Bank, as the case may be, such additional amounts as will compensate it or its holding company for the reduction suffered.

3.7.3 **LIBOR Loan Reserves.** If any Lender is required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits, Borrowers shall pay additional interest to such Lender on each LIBOR Loan equal to the costs of such reserves allocated to the Loan by the Lender (as determined by it in good faith, which determination shall be conclusive). The additional interest shall be due and payable on each interest payment date for the Loan; provided, however, that if the Lender notifies Borrowers (with a copy to Agent) of the additional interest less than 10 days prior to the interest payment date, then the additional interest shall be payable 10 days after Borrowers' receipt of the notice.

3.7.4 **Compensation.** A certificate as to any additional amounts payable pursuant to this **Section 3.7**, showing in reasonable detail the calculation thereof, submitted by any Lender or Issuing Bank through Agent shall be conclusive in the absence of manifest error. Borrowers shall pay such Lender or Issuing Bank the amount shown as due on any such certificate within 10 days after receipt thereof. Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this **Section 3.7** shall not constitute a waiver of its right to demand such compensation, but Borrowers shall not be required to compensate a Lender or Issuing Bank for any increased costs or reductions suffered more than nine months (plus any period of retroactivity of the Change in Law giving rise to the demand) prior to the date that the Lender or Issuing Bank notifies Borrower Agent of the applicable Change in Law and of such Lender's or Issuing Bank's intention to claim compensation therefor.

3.8 Mitigation. If any Lender gives a notice under **Section 3.5** or requests compensation under **Section 3.7**, or if Borrowers are required to pay any Indemnified Taxes or additional amounts with respect to a Lender under **Section 5.8**, then at the request of Borrower Agent, such Lender shall use reasonable efforts to designate a different Lending Office or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate the need for such notice or reduce amounts payable or to be withheld in the future, as applicable; and (b) would not subject the Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to it or unlawful. Borrowers shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

3.9 Funding Losses. If for any reason (a) any Borrowing of, or conversion to or continuation of, a LIBOR Loan does not occur on the date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn), (b) any repayment or conversion of a LIBOR Loan occurs on a day other than the end of its Interest Period, (c) Borrowers fail to repay a LIBOR Loan when required hereunder, or (d) a Lender (other than a Defaulting Lender) is required to assign a LIBOR Loan prior to the end of its Interest Period pursuant to **Section 13.4**, then Borrowers shall pay to Agent its customary administrative charge and to each Lender all resulting losses and expenses including any loss, expense or fee arising from redeployment of funds or termination of match funding but excluding any loss of anticipated profits or margin. For purposes of calculating amounts payable under this **Section 3.9**, each Lender shall be deemed to have funded a LIBOR Loan by a matching deposit or other borrowing in the London interbank market for a comparable amount and period, whether or not the Loan was in fact so funded.

3.10 Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law (“maximum rate”). If Agent or any Lender shall receive interest in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations or, if it exceeds such unpaid principal, refunded to Borrowers. In determining whether the interest contracted for, charged or received by Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

SECTION 4. LOAN ADMINISTRATION

4.1 Manner of Borrowing and Funding Loans.

4.1.1 Notice of Borrowing.

(a) Whenever Borrowers desire funding of Loans, Borrower Agent shall give Agent a Notice of Borrowing. Such notice must be received by Agent by 1:00 p.m. (i) on the requested funding date, in the case of Base Rate Loans, and (ii) at least two Business Days prior to the requested funding date, in the case of LIBOR Loans. Notices received after such time shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify (A) the amount of the Borrowing, (B) the requested funding date (which must be a Business Day), (C) whether the Borrowing is to be made as a Base Rate Loan or LIBOR Loan, and (D) in the case of a LIBOR Loan, the applicable Interest Period (which shall be deemed to be 30 days if not specified).

(b) Unless payment is otherwise timely made by Borrowers, the becoming due of any Obligations (whether principal, interest, fees or other charges, including Extraordinary Expenses, LC Obligations, Cash Collateral and Secured Bank Product Obligations) shall be deemed to be a request for a Base Rate Loan on the due date, in the amount due. The proceeds of such Loan shall be disbursed as direct payment of the relevant Obligation. In addition, Agent may, at its option, charge such amount against any operating, investment or other account of a Borrower maintained with Agent or any of its Affiliates.

(c) If a Borrower maintains a disbursement account with Agent or any of its Affiliates, then presentation for payment in the account of a Payment Item when there are insufficient funds to cover it shall be deemed to be a request for a Base Rate Loan on the presentation date, in the amount of the Payment Item. Proceeds of the Loan may be disbursed directly to the account.

4.1.2 Fundings by Lenders. Except for Borrowings to be made as Swingline Loans, Agent shall endeavor to notify Lenders of each Notice of Borrowing (or deemed request for a Borrowing) by 1:00 p.m. on the proposed funding date for a Base Rate Loan or by 3:00 p.m. at least two Business Days before a proposed funding of a LIBOR Loan. Each Lender shall fund its Pro Rata share of a Borrowing in immediately available funds not later than 3:00 p.m. on the requested funding date, unless Agent’s notice is received after the times provided above, in which case Lender shall fund its Pro Rata share by 11:00 a.m. on the next Business Day. Subject to its receipt of such amounts from Lenders, Agent shall disburse the Borrowing proceeds as directed by Borrower Agent. Unless Agent shall have received (in sufficient time to act) written notice from a Lender that it does not intend to fund its share of a Borrowing, Agent may assume that such Lender has deposited or promptly will deposit its share with Agent, and Agent may disburse a corresponding amount to Borrowers. If a Lender’s share of a Borrowing or of a settlement under **Section 4.1.3(b)** is not received by Agent, then Borrowers agree to repay to Agent **on demand** the amount of such share, together with interest thereon from the date disbursed until repaid, at the rate applicable to the Borrowing.

4.1.3 Swingline Loans; Settlement.

(a) To fulfill any request for a Base Rate Loan hereunder, Agent may in its discretion advance Swingline Loans to Borrowers, up to an aggregate outstanding amount of \$20,000,000. Swingline Loans shall constitute Loans for all purposes, except that payments thereon shall be made to Agent for its own account until Lenders have funded their participations therein as provided below.

(b) Settlement of Loans, including Swingline Loans, among Lenders and Agent shall take place on a date determined from time to time by Agent (but at least weekly), on a Pro Rata basis in accordance with the Settlement Report delivered by Agent to Lenders. Between settlement dates, Agent may in its discretion apply payments on Loans to Swingline Loans, regardless of any designation by Borrowers or any provision herein to the contrary. Each Lender hereby purchases, without recourse or warranty, an undivided Pro Rata participation in all Swingline Loans outstanding from time to time until settled. If a Swingline Loan cannot be settled among Lenders, whether due to an Obligor's Insolvency Proceeding or for any other reason, each Lender shall pay the amount of its participation in the Loan to Agent, in immediately available funds, within one Business Day after Agent's request therefor. Lenders' obligations to make settlements and to fund participations are absolute, irrevocable and unconditional, without offset, counterclaim or other defense, and whether or not the Commitments have terminated, an Overadvance exists or the conditions in **Section 6** are satisfied.

4.1.4 Notices. Borrowers may request, convert or continue Loans, select interest rates and transfer funds based on telephonic or e-mailed instructions to Agent. Borrowers shall confirm each such request by prompt delivery to Agent of a Notice of Borrowing or Notice of Conversion/Continuation, if applicable, but if it differs materially from the action taken by Agent or Lenders, the records of Agent and Lenders shall govern. Neither Agent nor any Lender shall have any liability for any loss suffered by a Borrower as a result of Agent or any Lender acting upon its understanding of telephonic or e-mailed instructions from a person believed in good faith by Agent or any Lender to be a person authorized to give such instructions on a Borrower's behalf.

4.2 Defaulting Lender. Notwithstanding anything herein to the contrary:

4.2.1 Reallocation of Pro Rata Share; Amendments. For purposes of determining Lenders' obligations or rights to fund, participate in or receive collections with respect to Loans and Letters of Credit (including existing Swingline Loans, Protective Advances and LC Obligations), Agent may in its discretion reallocate Pro Rata shares by excluding the Commitments and Loans of a Defaulting Lender from the calculation of such shares. A Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in **Section 14.1.1(c)**.

4.2.2 Payments; Fees. Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to Agent such amounts until all Obligations owing to Agent, non-Defaulting Lenders and other Secured Parties have been paid in full. Agent may use such amounts to cover the Defaulting Lender's defaulted obligations, to Cash Collateralize such Lender's Fronting Exposure, to readvance the amounts to Borrowers or to repay Obligations. A Lender shall not be entitled to receive any fees accruing hereunder during the period in which it is a Defaulting Lender, and the unfunded portion of its Commitment shall be disregarded for purposes of calculating the unused line fee under **Section 3.2.1**. If any LC Obligations owing to a Defaulted Lender are reallocated to other Lenders, fees attributable to such LC Obligations under **Section 3.2.2** shall be paid to such Lenders. Agent shall be paid all fees attributable to LC Obligations that are not reallocated.

4.2.3 Status; Cure. Agent may determine in its discretion that a Lender constitutes a Defaulting Lender and the effective date of such status shall be conclusive and binding on all parties, absent manifest error. Borrowers, Agent and Issuing Bank may agree in writing that a Lender has ceased

to be a Defaulting Lender, whereupon Pro Rata shares shall be reallocated without exclusion of the reinstated Lender's Commitments and Loans, and the Revolver Usage and other exposures under the Commitments shall be reallocated among Lenders and settled by Agent (with appropriate payments by the reinstated Lender, including payment of any breakage costs for reallocated LIBOR Loans) in accordance with the readjusted Pro Rata shares. Unless expressly agreed by Borrowers, Agent and Issuing Bank, no reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Lender. The failure of any Lender to fund a Loan, to make a payment in respect of LC Obligations or otherwise to perform obligations hereunder shall not relieve any other Lender of its obligations under any Loan Document, and no Lender shall be responsible for default by another Lender.

4.3 Number and Amount of LIBOR Loans; Determination of Rate. Each Borrowing of LIBOR Loans when made shall be in a minimum amount of \$500,000, plus an increment of \$100,000 in excess thereof. No more than ten (10) Borrowings of LIBOR Loans may be outstanding at any time, and all LIBOR Loans having the same length and beginning date of their Interest Periods shall be aggregated together and considered one Borrowing for this purpose. Upon determining LIBOR for any Interest Period requested by Borrowers, Agent shall promptly notify Borrowers thereof by telephone or electronically and, if requested by Borrowers, shall confirm any telephonic notice in writing.

4.4 Borrower Agent. Each Borrower hereby designates Company ("Borrower Agent") as its representative and agent for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of Borrower Materials, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with Agent, Issuing Bank or any Lender. Borrower Agent hereby accepts such appointment. Agent and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by Borrower Agent on behalf of any Borrower. Agent and Lenders may give any notice or communication with a Borrower hereunder to Borrower Agent on behalf of such Borrower. Each of Agent, Issuing Bank and Lenders shall have the right, in its discretion, to deal exclusively with Borrower Agent for any or all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by Borrower Agent shall be binding upon and enforceable against it.

4.5 One Obligation. The Loans, LC Obligations and other Obligations constitute one general obligation of Borrowers and are secured by Agent's Lien on all Collateral; provided, however, that Agent and each Lender shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower to the extent of any Obligations jointly or severally owed by such Borrower.

4.6 Effect of Termination. On the effective date of the termination of all Commitments, the Obligations shall be immediately due and payable, and each Secured Bank Product Provider may terminate its Bank Products. Until Full Payment of the Obligations, all undertakings of Borrowers contained in the Loan Documents shall continue, and Agent shall retain its Liens in the Collateral and all of its rights and remedies under the Loan Documents. Agent shall not be required to terminate its Liens unless it receives Cash Collateral or a written agreement, in each case satisfactory to it, protecting Agent and Lenders from dishonor or return of any Payment Item previously applied to the Obligations. **Sections 2.2, 3.4, 3.6, 3.7, 3.9, 5.4, 5.8, 5.9, 12, 14.2**, this **Section 4.6**, and each indemnity or waiver given by an Obligor or Lender in any Loan Document, shall survive Full Payment of the Obligations.

SECTION 5. PAYMENTS

5.1 General Payment Provisions. All payments of Obligations shall be made in Dollars, without offset, counterclaim or defense of any kind, free and clear of (and without deduction for) any Taxes, and in immediately available funds, not later than 1:00 p.m. on the due date. Any payment after

such time shall be deemed made on the next Business Day. Any payment of a LIBOR Loan prior to the end of its Interest Period shall be accompanied by all amounts due under **Section 3.9**. Borrowers agree that Agent shall have the continuing, exclusive right to apply and reapply payments and proceeds of Collateral against the Obligations, in such manner as Agent deems advisable, but whenever possible, any prepayment of Loans shall be applied first to Base Rate Loans and then to LIBOR Loans.

5.2 Repayment of Loans. Loans shall be due and payable in full on the Revolver Termination Date, unless payment is sooner required hereunder. Loans may be prepaid from time to time, without penalty or premium. Borrower Agent shall give Agent notice of such prepayment not later than 11:00 a.m. (i) one Business Day prior to the proposed prepayment date, in the case of Base Rate Loans, and (ii) three Business Days prior to the proposed prepayment date, in the case of LIBOR Loans. Notices received after such time shall be deemed received on the next Business Day. Subject to **Section 2.1.5**, if an Overadvance exists at any time, Borrowers shall, on the sooner of Agent's demand or the first Business Day after any Borrower has knowledge thereof, repay Loans or Cash Collateralize Letters of Credit in an amount sufficient to reduce Revolver Usage to the Borrowing Base. If any Specified Asset Disposition includes the disposition of Accounts or Inventory, Borrowers shall apply the proceeds thereof to repay Loans (without any Commitment reduction) equal to the greater of (a) the book value of such Accounts and Inventory, or (b) the reduction in the Borrowing Base resulting from the disposition.

5.3 Payment of Other Obligations. Obligations other than Loans, including LC Obligations and Extraordinary Expenses, shall be paid by Borrowers as provided in the Loan Documents or, if no payment date is specified, **on demand**.

5.4 Marshaling; Payments Set Aside. None of Agent or Lenders shall be under any obligation to marshal any assets in favor of any Obligor or against any Obligations. If any payment by or on behalf of Borrowers is made to Agent, Issuing Bank or any Lender, or if Agent, Issuing Bank or any Lender exercises a right of setoff, and any of such payment or setoff is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Agent, Issuing Bank or a Lender in its discretion) to be repaid to a trustee, receiver or any other Person, then the Obligation originally intended to be satisfied, and all Liens, rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment or setoff had not occurred.

5.5 Application and Allocation of Payments.

5.5.1 Application. Payments made by Borrowers hereunder shall be applied (a) first, as specifically required hereby; (b) second, to Obligations then due and owing; (b) third, to other Obligations specified by Borrowers; and (c) fourth, as determined by Agent in its discretion.

5.5.2 Post-Default Allocation. Notwithstanding anything in any Loan Document to the contrary, during an Event of Default, monies to be applied to the Obligations, whether arising from payments by Obligors, realization on Collateral, setoff or otherwise, shall be allocated as follows:

(a) first, to all fees, indemnification, costs and expenses, including Extraordinary Expenses, owing to Agent;

(b) second, to all amounts owing to Agent on Swingline Loans, Protective Advances, and Loans and participations that a Defaulting Lender has failed to settle or fund;

(c) third, to all amounts owing to Issuing Bank;

(d) fourth, to all Obligations (other than Secured Bank Product Obligations) constituting fees, indemnification, costs or expenses owing to Lenders;

(e) fifth, to all Obligations (other than Secured Bank Product Obligations) constituting interest;

(f) sixth, to Cash Collateralize all LC Obligations;

(g) seventh, to all Loans, and to Secured Bank Product Obligations arising under Hedge Agreements (including Cash Collateralization thereof) up to the amount of Bank Product Reserves relating to Secured Bank Product Obligations arising under Hedging Agreements existing therefor;

(h) eighth, to all other Secured Bank Product Obligations; and

(i) last, to all remaining Obligations.

Amounts shall be applied to payment of each category of Obligations only after Full Payment of amounts payable from time to time under all preceding categories. If amounts are insufficient to satisfy a category, they shall be paid ratably among outstanding Obligations in the category. Monies and proceeds obtained from an Obligor shall not be applied to its Excluded Swap Obligations, but appropriate adjustments shall be made with respect to amounts obtained from other Obligors to preserve the allocations in any applicable category. Agent shall have no obligation to calculate the amount of any Secured Bank Product Obligation and may request a reasonably detailed calculation thereof from a Secured Bank Product Provider. If the provider fails to deliver the calculation within five days following request, Agent may assume the amount is zero. The allocations set forth in this **Section 5.5.2** are solely to determine the rights and priorities among Secured Parties, and may be changed by agreement of the affected Secured Parties, without the consent of any Obligor. This **Section 5.5.2** is not for the benefit of or enforceable by any Obligor, and each Borrower irrevocably waives the right to direct the application of any payments or Collateral proceeds subject to this **Section 5.5.2**.

5.5.3 Erroneous Application. Agent shall not be liable for any application of amounts made by it in good faith and, if any such application is subsequently determined to have been made in error, the sole recourse of any Lender or other Person to which such amount should have been made shall be to recover the amount from the Person that actually received it (and, if such amount was received by a Secured Party, the Secured Party agrees to return it).

5.6 Dominion Account. The ledger balance in the main Dominion Account as of the end of a Business Day and all proceeds of ABL Priority Collateral received by Agent as of the end of any Business Day shall be applied to the Obligations at the beginning of the next Business Day during any Cash Dominion Trigger Period. If a credit balance results from such application and all Letters of Credit required to be Cash Collateralized in accordance with the terms hereof shall have been so Cash Collateralized, it shall not accrue interest in favor of Borrowers and shall promptly be made available to Borrowers.

5.7 Account Stated. Agent shall maintain, in accordance with its customary practices, loan account(s) evidencing the Indebtedness of Borrowers hereunder. Any failure of Agent to record anything in a loan account, or any error in doing so, shall not limit or otherwise affect the obligation of Borrowers to pay any amount owing hereunder. Entries made in a loan account shall constitute presumptive evidence of the information contained therein. If any information contained in a loan account is provided to or inspected by any Person, the information shall be conclusive and binding on such Person for all purposes absent manifest error, except to the extent such Person notifies Agent in writing within 30 days after receipt or inspection that specific information is subject to dispute.

5.8 Taxes.

5.8.1 Payments Free of Taxes; Obligation to Withhold; Tax Payment.

(a) All payments of Obligations by Obligor shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If Applicable Law (as determined by Agent in its discretion) requires the deduction or withholding of any Tax from any such payment by Agent or an Obligor, then Agent or such Obligor shall be entitled to make such deduction or withholding based on information and documentation provided pursuant to **Section 5.9**.

(b) If Agent or any Obligor is required by the Code to withhold or deduct Taxes, including backup withholding and withholding taxes, from any payment, then (i) Agent shall pay the full amount that it determines is to be withheld or deducted to the relevant Governmental Authority pursuant to the Code, and (ii) to the extent the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Obligor shall be increased as necessary so that the Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(c) If Agent or any Obligor is required by any Applicable Law other than the Code to withhold or deduct Taxes from any payment, then (i) Agent or such Obligor, to the extent required by Applicable Law, shall timely pay the full amount to be withheld or deducted to the relevant Governmental Authority, and (ii) to the extent the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Obligor shall be increased as necessary so that the Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

5.8.2 Payment of Other Taxes. Without limiting the foregoing, Borrowers shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at Agent's option, timely reimburse Agent for payment of, any Other Taxes.

5.8.3 Tax Indemnification.

(a) Each Borrower shall indemnify and hold harmless, on a joint and several basis, each Recipient against any Indemnified Taxes (including those imposed or asserted on or attributable to amounts payable under this **Section 5.8.3**) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any penalties, interest and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Borrower shall indemnify and hold harmless Agent against any amount that a Lender or Issuing Bank fails for any reason to pay indefeasibly to Agent as required pursuant to this **Section 5.8.3**. Each Borrower shall make payment within 10 days after demand for any amount or liability payable under this **Section 5.8.3**. A certificate as to the amount of such payment or liability delivered to Borrowers by a Lender or Issuing Bank (with a copy to Agent), or by Agent on its own behalf or on behalf of any Recipient, shall be conclusive absent manifest error.

(b) Each Lender and Issuing Bank shall indemnify and hold harmless, on a several basis, (i) Agent against any Indemnified Taxes attributable to such Lender or Issuing Bank (but only to the extent Borrowers have not already paid or reimbursed Agent therefor and without limiting Borrowers' obligation to do so), (ii) Agent and Obligor, as applicable, against any Taxes attributable to such Lender's failure to maintain a Participant register as required hereunder, and (iii) Agent and Obligor, as applicable, against any Excluded Taxes attributable to such Lender or Issuing Bank, in each case, that are payable or paid by Agent or an Obligor in connection with any Obligations, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Lender and Issuing Bank shall make payment within 10 days after demand for any amount or liability payable under this **Section 5.8.3**. A certificate as to the amount of such payment or liability delivered to any Lender or Issuing Bank by Agent shall be conclusive absent manifest error.

5.8.4 Evidence of Payments. If Agent or an Obligor pays any Taxes pursuant to this **Section 5.8.4**, then upon request, Agent shall deliver to Borrower Agent or Borrower Agent shall deliver to Agent, respectively, a copy of a receipt issued by the appropriate Governmental Authority evidencing the payment, a copy of any return required by Applicable Law to report the payment, or other evidence of payment reasonably satisfactory to Agent or Borrower Agent, as applicable.

5.8.5 Treatment of Certain Refunds. Unless required by Applicable Law, at no time shall Agent have any obligation to file for or otherwise pursue on behalf of a Lender or Issuing Bank, nor have any obligation to pay to any Lender or Issuing Bank, any refund of Taxes withheld or deducted from funds paid for the account of a Lender or Issuing Bank. If a Recipient determines in its discretion that it has received a refund of any Taxes as to which it has been indemnified by Borrowers or with respect to which a Borrower has paid additional amounts pursuant to this **Section 5.8.5**, it shall pay Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrowers with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes imposed in connection with such refund) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that Borrowers agree, upon request by the Recipient, to repay the amount paid over to Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient if the Recipient is required to repay such refund to the Governmental Authority. Notwithstanding anything herein to the contrary, no Recipient shall be required to pay any amount to Borrowers to the extent such payment would place the Recipient in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. In no event shall Agent or any Recipient be required to make its tax returns (or any other information relating to its taxes that it deems confidential) available to any Obligor or other Person.

5.8.6 Survival. Each party's obligations under **Sections 5.8** and **5.9** shall survive the resignation or replacement of Agent or any assignment of rights by or replacement of a Lender or Issuing Bank, the termination of the Commitments, and the repayment, satisfaction, discharge or Full Payment of any Obligations.

5.9 Lender and Agent Tax Information.

5.9.1 Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments of Obligations shall deliver to Borrowers and Agent properly completed and executed documentation reasonably requested by Borrowers or Agent as will permit such payments to be made without or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrowers or Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by Borrowers or Agent to enable them to determine whether such Lender is subject to backup withholding or information reporting requirements and to satisfy any such information reporting requirements. Notwithstanding the foregoing, such documentation (other than documentation described in **Sections 5.9.2(a), (b)** and **(d)**) shall not be required if a Lender reasonably believes delivery of the documentation would subject it to any material unreimbursed cost or expense or would materially prejudice its legal or commercial position.

5.9.2 Lender Documentation. Without limiting the foregoing, if any Borrower is a U.S. Person,

(a) Any Lender that is a U.S. Person shall deliver to Borrowers and Agent on or prior to the date on which such Lender becomes a Lender hereunder, from time to time thereafter upon reasonable request of Borrowers or Agent and pursuant to **Section 5.9.4**, executed originals of IRS Form W-9, certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(b) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder, from time to time thereafter upon reasonable request of Borrowers or Agent and pursuant to **Section 5.9.4**, whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from or reduction of U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty, and (y) with respect to other payments under the Loan Documents, IRS Form W-8BEN establishing an exemption from or reduction of U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Sections 871(h) or 881(c) of the Code, (x) a certificate substantially in the form of **Exhibit E-1** to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of a Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (“U.S. Tax Compliance Certificate”), and (y) executed originals of IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit E-2** or **Exhibit E-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit E-4** on behalf of each such direct and indirect partner;

(c) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder, from time to time thereafter upon the reasonable request of Borrowers or Agent and pursuant to **Section 5.9.4**, executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit Borrowers or Agent to determine the withholding or deduction required to be made; and

(d) if payment of an Obligation to a Recipient would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code), such Recipient shall deliver to Borrowers and Agent at the time(s) prescribed by Applicable Law and otherwise as reasonably requested by Borrowers or Agent or pursuant to **Section 5.9.4**, such documentation prescribed by Applicable Law (including Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrowers or Agent as may be necessary for them to comply with their obligations under FATCA and to determine that such Recipient has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this **clause (d)**, “FATCA” shall include any amendments made to FATCA after the date hereof.

5.9.3 Agent Documentation . Any Agent that is entitled to an exemption from or reduction of withholding Tax with respect to payments of Obligations shall deliver to Borrowers properly completed and executed documentation reasonably requested by Borrowers as will permit such payments to be made without or at a reduced rate of withholding. In addition, any Agent, if reasonably requested by a Borrower, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by such Borrower as will enable such Borrower to determine whether or not such Agent is subject to backup withholding or information reporting requirements and to satisfy any such information reporting requirements. Without limiting the foregoing, if any Borrower is a U.S. Person, any Agent that is a U.S. Person shall deliver to Borrowers on or prior to the date on which such Agent becomes an Agent hereunder, from time to time thereafter upon reasonable request of Borrowers and pursuant to **Section 5.9.4**, executed originals of IRS Form W-9, certifying that such Agent is exempt from U.S. federal backup withholding Tax

5.9.4 Redelivery of Documentation. If any form or certification previously delivered by a Recipient pursuant to this **Section 5.9** expires or becomes obsolete or inaccurate in any respect, such Recipient shall promptly update the form or certification or notify Borrowers and Agent in writing of its inability to do so.

5.10 Nature and Extent of Each Borrower's Liability.

5.10.1 Joint and Several Liability. Each Borrower agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Agent and Lenders the prompt payment and performance of, all Obligations, except its Excluded Swap Obligations. Each Borrower agrees that its guaranty obligations hereunder constitute a continuing guaranty of payment and not of collection, that such obligations shall not be discharged until Full Payment of the Obligations, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this **Section 5.10**) or any other Loan Document, or any waiver, consent or indulgence of any kind by Agent or any Lender with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty for any Obligations or any action, or the absence of any action, by Agent or any Lender in respect thereof (including the release of any security or guaranty); (d) the insolvency of any Obligor; (e) any election by Agent or any Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the Bankruptcy Code; (f) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (g) the disallowance of any claims of Agent or any Lender against any Obligor for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (h) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of the Obligations.

5.10.2 Waivers.

(a) Each Borrower expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Borrower. Each Borrower waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of Obligations as long as it is a Borrower. It is agreed among each Borrower, Agent and Lenders that the

provisions of this **Section 5.10** are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Agent and Lenders would decline to make Loans and issue Letters of Credit. Each Borrower acknowledges that its guaranty pursuant to this **Section 5.10** is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(b) Agent and Lenders may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral or any Real Estate by judicial foreclosure or nonjudicial sale or enforcement, without affecting any rights and remedies under this **Section 5.10**. If, in taking any action in connection with the exercise of any rights or remedies, Agent or any Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any Borrower or other Person, whether because of any Applicable Laws pertaining to “election of remedies” or otherwise, each Borrower consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any Borrower might otherwise have had. Any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any Borrower shall not impair any other Borrower’s obligation to pay the full amount of the Obligations. Each Borrower waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for Obligations, even though that election of remedies destroys such Borrower’s rights of subrogation against any other Person. Agent may bid Obligations, in whole or part, at any foreclosure, trustee or other sale, including any private sale, and the amount of such bid need not be paid by Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this **Section 5.10**, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

5.10.3 Extent of Liability; Contribution.

(a) Notwithstanding anything herein to the contrary, each Borrower’s liability under this **Section 5.10** shall not exceed the greater of (i) all amounts for which such Borrower is primarily liable, as described in **clause (c)** below, and (ii) such Borrower’s Allocable Amount.

(b) If any Borrower makes a payment under this **Section 5.10** of any Obligations (other than amounts for which such Borrower is primarily liable) (a “Guarantor Payment”) that, taking into account all other Guarantor Payments previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payments in the same proportion that such Borrower’s Allocable Amount bore to the total Allocable Amounts of all Borrowers, then such Borrower shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other Borrower for the amount of such excess, ratably based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The “Allocable Amount” for any Borrower shall be the maximum amount that could then be recovered from such Borrower under this **Section 5.10** without rendering such payment voidable under Section 548 of the Bankruptcy Code or under any applicable state fraudulent transfer or conveyance act, or similar statute or common law.

(c) **Section 5.10.3(a)** shall not limit the liability of any Borrower to pay or guarantee Loans made directly or indirectly to it (including Loans advanced hereunder to any other Person and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), LC Obligations relating to Letters of Credit issued to support its business, Secured Bank Product Obligations incurred to support its business, and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder. Agent and Lenders shall have the right, at any time in their discretion, to condition Loans and Letters of Credit upon a separate calculation of borrowing availability for each Borrower and to restrict the disbursement and use of Loans and Letters of Credit to a Borrower based on that calculation.

(d) Each Obligor that is a Qualified ECP when its guaranty of or grant of Lien as security for a Swap Obligation becomes effective hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to guaranty such Swap Obligations of each Specified Obligor as may be needed by such Specified Obligor from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP's obligations and undertakings under this **Section 5.10** voidable under any applicable fraudulent transfer or conveyance act). The obligations and undertakings of each Qualified ECP under this **Section 5.10** shall remain in full force and effect until Full Payment of all Obligations. Each Obligor intends this **Section 5.10.3(d)** to constitute, and this **Section 5.10.3(d)** shall be deemed to constitute, a guarantee of the obligations of each Obligor for all purposes of the Commodity Exchange Act.

5.10.4 **Joint Enterprise.** Each Borrower has requested that Agent and Lenders make this credit facility available to Borrowers on a combined basis, in order to finance Borrowers' business most efficiently and economically. Borrowers' business is a mutual and collective enterprise, and the successful operation of each Borrower is dependent upon the successful performance of the integrated group. Borrowers believe that consolidation of their credit facility will enhance the borrowing power of each Borrower and ease administration of the facility, all to their mutual advantage. Borrowers acknowledge that Agent's and Lenders' willingness to extend credit and to administer the Collateral on a combined basis hereunder is done solely as an accommodation to Borrowers and at Borrowers' request.

5.10.5 **Subordination.** Each Borrower hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Obligor, howsoever arising, to the Full Payment of its Obligations.

SECTION 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Initial Loans. In addition to the conditions set forth in **Section 6.2**, Lenders shall not be required to fund any requested Loan, issue any Letter of Credit, or otherwise extend credit to Borrowers hereunder, until the date ("Closing Date") that each of the following conditions has been satisfied:

(a) This Agreement, the Guarantee and Collateral Agreement, the Perfection Certificate, the Intercreditor Agreement and each other Loan Document required by the terms hereof to be delivered on the Closing Date shall have been duly executed and copies of executed counterparts of each such Loan Document shall have been delivered to Agent by each of the signatories thereto.

(b) Agent shall have received acknowledgments of all filings or recordations necessary to perfect its Liens in the Collateral (other than Collateral which may be perfected post-closing in accordance with the terms hereof) (or arrangements satisfactory to Agent for filing financing statements shall have been made), as well as UCC and Lien searches and other evidence reasonably satisfactory to Agent that such Liens are the only Liens upon the Collateral, except Permitted Liens.

(c) Agent shall have received a life-of-loan flood hazard determination for all Real Estate owned by an Obligor and, if such Real Estate is located in a special flood hazard area, an acknowledged notice to the applicable Borrower and flood insurance by an insurer acceptable to Agent.

(d) Agent shall have received duly executed agreements establishing each Dominion Account and related lockbox, set forth on **Schedule 8.5**, in form and substance, and with financial institutions, satisfactory to Agent and duly executed Deposit Account Control Agreements, in form and substance, reasonably satisfactory to Agent.

(e) Agent shall have received certificates, in form and substance satisfactory to it, from a knowledgeable Senior Officer of Borrower Agent certifying that, after giving effect to the initial Loans and transactions hereunder, (i) Company and each of its Subsidiaries, on a consolidated basis, is Solvent; (ii) no Default or Event of Default exists; and (iii) the representations and warranties set forth in **Section 9** are true and correct.

(f) Agent shall have received a certificate of a duly authorized officer of each Obligor, certifying (i) that attached copies of such Obligor's Organic Documents are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to this credit facility; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents. Agent may conclusively rely on this certificate until it is otherwise notified by the applicable Obligor in writing.

(g) Agent shall have received a written opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP, as well as any local counsel to Borrowers for each jurisdiction in which an Obligor is organized, in each case, in form and substance reasonably satisfactory to Agent.

(h) Agent shall have received copies of the charter documents of each Obligor, certified by the Secretary of State or other appropriate official of such Obligor's jurisdiction of organization. Agent shall have received good standing certificates for each Obligor, issued by the Secretary of State or other appropriate official of such Obligor's jurisdiction of organization.

(i) Agent shall have received copies of policies or certificates of insurance for the insurance policies carried by Borrowers, all in compliance with the Loan Documents.

(j) Since April 28, 2012, there has been no circumstance, event or condition that has or could reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, or financial condition of Borrowers, taken as a whole (excluding the Bankruptcy Proceedings and any historical events associated with the Bankruptcy Proceedings, and any events that customarily occur as part of a proceeding under Chapter 11 of the Bankruptcy Code).

(k) No action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that (i) could reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, or financial condition of Obligors, taken as a whole, or could impair the ability of an Obligor to perform its obligations under the Loan Documents; or (ii) could reasonably be expected to materially and adversely affect the Transactions.

(l) Agent and the Lead Arrangers shall have received, in form and substance satisfactory to Agent and the Lead Arrangers, (i) a pro forma balance sheet of Company and its Subsidiaries dated as of the Closing Date and giving effect to the effectiveness of the Plan of Reorganization, (ii) financial projections of Company and its Subsidiaries, evidencing Borrowers' ability to comply with the financial covenant set forth in the Loan Documents, and (iii) interim financial statements for Company and its Subsidiaries as of a date not more than 30 days prior to the Closing Date.

(m) Agent shall have received reasonably satisfactory evidence that Borrowers have received all governmental and third party consents and approvals as may be appropriate in connection with the Transactions.

(n) Agent and the Lead Arrangers shall have received a final collateral appraisal and field examination addressed or assigned to each of them and upon which each of them are entitled to rely and to share with potential lenders. Such collateral appraisal and field examination shall be, in each case, satisfactory to Agent and the Lead Arrangers.

(o) Borrowers shall have paid all fees and expenses to be paid to Agent, the Lead Arrangers and Lenders on the Closing Date.

(p) Agent shall have received a Borrowing Base Certificate prepared as of the Friday immediately prior to the Closing Date. Upon giving effect to the initial funding of loans and issuance of letters of credit, the consummation of the Transactions and the payment by Borrowers of all fees and expenses incurred in connection with the Transactions (including but not limited to administrative costs, cure costs, and the funding of cash out options for trade and other unsecured claims but excluding any Delayed Admin Claims), including those payable post-closing, as well as any payables stretched beyond their customary payment practices, Availability shall be at least \$45,000,000. In addition, Agent and the Lead Arrangers shall have received, in form and substance satisfactory to them, a 13-week cash flow statement commencing on the Closing Date and ending 13 weeks thereafter, demonstrating that Availability is not less than \$25,000,000 at any time during such 13-week period.

(q) (i) Concurrently with the closing of the Senior Credit Facility, the obligations under each of the DIP Facilities shall have been discharged and satisfied in full, all commitments thereunder shall have been terminated, any unexpired letters of credit issued thereunder shall have been returned or collateralized in accordance with the terms of the Plan of Reorganization and all Liens securing the DIP Facilities shall have been released, and Agent and the Lead Arrangers shall have received (x) a payoff letter to that effect from the administrative agent under each of the DIP Facilities and (y) evidence reasonably satisfactory to it of the termination of all UCC financing statement filings relating to the DIP Facilities and (ii) after consummation of the Plan of Reorganization and giving effect to the Transactions, Obligors shall have no outstanding Indebtedness, contingent liabilities or claims against them, except as expressly contemplated by the Plan of Reorganization and expressly permitted under the Loan Documents.

(r) Company shall have entered into the Term Loan Facility in an amount not to exceed \$145,000,000 on terms acceptable to Agent and the Arrangers.

(s) The Confirmation Order shall (i) not have been reversed, vacated, amended, supplemented or otherwise modified in any manner without the written consent of Agent and the Lead Arrangers and (ii) be in full force and effect, unstayed, final and non-appealable and not subject to any appeal, motion to stay, motion for rehearing or reconsideration or a petition for writ of certiorari, unless waived by Agent and the Lead Arrangers in writing in their sole discretion.

(t) Agent shall have received evidence of the Delayed Admin Claims as contemplated by Article III.B.3 of the Plan of Reorganization.

(u) (i) All conditions precedent to the effectiveness of the Plan of Reorganization shall have been or shall substantially concurrently be satisfied or, with the consent of Agent and the Lead Arrangers, waived, (ii) the effective date of the Plan of Reorganization shall have occurred on or before the Closing Date, (iii) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan of Reorganization in accordance with its terms shall occur substantially contemporaneously with the Closing Date and (iv) the Term Loan Documents, the Intercreditor Agreement and all other documents, agreements and instruments necessary to consummate the Plan of Reorganization on the Effective Date (as defined in the Plan of Reorganization) shall, unless consented to by the Lead Arrangers, be consistent with the Plan of Reorganization and with the final engagement letter and term sheet in respect of the Term Loan Agreement reviewed by the Lead Arrangers prior to the date of the Commitment Letter, exclusive of any changes that do not materially adversely affect the interests of Agent or the Lenders in their capacities as such in connection with this Agreement.

(v) Agent and Lenders shall have received all documentation and instruments required by regulatory authorities with respect to Borrowers under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act, that has been reasonably requested by Lenders in advance of the Closing Date.

(w) Agent shall have received evidence of payoff of that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of January 31, 2013, among Company and certain of its Subsidiaries party thereto, as borrowers, the guarantors party thereto, as guarantors, the lenders party thereto, as lenders, and Bayside Finance LLC, as administrative agent.

6.2 Conditions Precedent to All Credit Extensions. Agent, Issuing Bank and Lenders shall not be required to fund any Loans, arrange for issuance of any Letters of Credit or grant any other accommodation to or for the benefit of Borrowers, unless the following conditions are satisfied:

(a) No Default or Event of Default shall exist at the time of, or result from, such funding, issuance or grant;

(b) (i) with respect to any credit extension on the Closing Date, the representations and warranties of each Obligor in the Loan Documents shall be true and correct on the date of, and upon giving effect to, such funding, issuance or grant (except for representations and warranties that expressly relate to an earlier date) and (ii) with respect to any credit extension after the Closing Date, the representations and warranties of each Obligor in the Loan Documents shall be true and correct in all material respects (except to the extent already qualified by materiality, in which case it will be true and correct in all respects) on the date of, and upon giving effect to, such funding, issuance or grant (except for representations and warranties that expressly relate to an earlier date);

(c) No event shall have occurred or circumstance exist that has or could reasonably be expected to have a Material Adverse Effect; and

(d) With respect to issuance of a Letter of Credit, the LC Conditions shall be satisfied.

Each request (or deemed request) by Borrowers for funding of a Loan, issuance of a Letter of Credit or grant of an accommodation shall constitute a representation by Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of such funding, issuance or grant.

SECTION 7. COLLATERAL

7.1 Cash Collateral. Cash Collateral may be invested, at Agent’s discretion (and with the consent of Borrowers, as long as no Event of Default exists), but Agent shall have no duty to do so, regardless of any agreement or course of dealing with any Borrower, and shall have no responsibility for any investment or loss. As security for its Obligations, each Borrower hereby grants to Agent a security interest in and Lien upon all Cash Collateral held from time to time and all proceeds thereof, whether held in a Cash Collateral Account or otherwise. Agent may apply Cash Collateral to the payment of such Obligations as they become due, in such order as Agent may elect. Each Cash Collateral Account and all Cash Collateral shall be under the sole dominion and control of Agent, and no Borrower or other Person (subject to the terms of the Intercreditor Agreement) shall have any right to any Cash Collateral, until Full Payment of the Obligations.

7.2 Real Estate Collateral. The Obligations shall also be secured by Mortgages upon all Real Estate owned by Obligors set forth on **Schedule 8.6.1**, which such Mortgages shall be delivered, along with the Related Real Estate Documents, within 90 days of the Closing Date (which period may be extended with the reasonable consent of Agent). The Mortgages shall be duly recorded, at Borrowers' expense, in each office where such recording is required to constitute a fully perfected Lien on the Real Estate covered thereby, subject only to Permitted Liens, including, for the avoidance of doubt, the Lien in favor of the Term Loan Agent. If any Borrower acquires Real Estate hereafter having a fair market value in excess of \$2,500,000, Borrowers shall, within 90 days (or such longer period as Agent may reasonably consent) of such acquisition, execute, deliver and record a Mortgage sufficient to create a fully perfected Lien in favor of Agent on such Real Estate, subject only to Permitted Liens, including, for the avoidance of doubt, the Lien in favor of the Term Loan Agent on such Real Estate under the Term Loan Documents, and shall deliver all Related Real Estate Documents; provided that so long as the Term Loan Facility is in effect Borrowers shall not be required to deliver any such Mortgages unless the Term Loan Agent has requested or required that Borrowers deliver such Mortgages.

7.3 Other Collateral.

7.3.1 **Commercial Tort Claims.** Borrowers shall promptly notify Agent in writing if any Borrower has a Commercial Tort Claim (other than, as long as no Event of Default exists, a Commercial Tort Claim for less than \$500,000), shall promptly amend **Schedule 9.1.16** to include such claim, and shall take such actions as Agent deems appropriate to subject such claim to a duly perfected, first priority Lien in favor of Agent (subject only to the Lien in favor of the Term Loan Agent and any other Permitted First Lien Debt on such claim).

7.3.2 **Certain After-Acquired Collateral.** Borrowers shall promptly notify Agent in writing if, after the Closing Date, any Borrower obtains any interest in any Collateral consisting of Chattel Paper, Documents, Instruments, Investment Property or Letter-of-Credit Rights with a value in excess of \$500,000 for any such item of Collateral and, upon Agent's reasonable request, shall promptly take such actions as Agent deems appropriate to effect Agent's duly perfected, first priority Lien upon such Collateral, including obtaining any appropriate possession or control agreement or Lien Waiver. Notwithstanding anything herein to the contrary, no Borrower shall take any action to perfect or record any security interest in any part of the Collateral under the laws of any jurisdiction outside of the United States of America. If any Collateral is in the possession of a third party, at Agent's request, Borrowers shall use commercially reasonable efforts to obtain an acknowledgment that such third party holds the Collateral for the benefit of Agent.

7.4 Limitations. The Lien on Collateral granted under any Loan Document is given as security only and shall not subject Agent or any Lender to, or in any way modify, any obligation or liability of Obligors relating to any Collateral. In no event shall the grant of any Lien under any Loan Document secure an Excluded Swap Obligation of the granting Obligor.

7.5 Further Assurances. All Liens granted to Agent under the Loan Documents are for the benefit of Secured Parties. Promptly upon Agent's reasonable request, Obligors shall deliver such instruments and agreements, and shall take such actions, as Agent reasonably deems appropriate under Applicable Law to evidence or perfect its Lien on any Collateral, or otherwise to give effect to the intent of this Agreement. Each Obligor authorizes Agent to file any financing statement that describes the Collateral as "all assets" or "all personal property" of such Obligor, or words to similar effect, and ratifies any action taken by Agent before the Closing Date to effect or perfect its Lien on any Collateral.

SECTION 8. COLLATERAL ADMINISTRATION

8.1 Borrowing Base Certificates. By the 15th day of each month, Borrowers shall deliver to Agent (and Agent shall promptly deliver same to Lenders) a Borrowing Base Certificate prepared as of the close of business of the previous month, and at such other times as Agent may request; provided that during any Reporting Trigger Period, Borrowers shall deliver a Borrowing Base Certificate within two

Business Days after the end of each calendar week. All calculations of Availability in any Borrowing Base Certificate shall originally be made by Borrowers and certified by a Senior Officer, provided that Agent may from time to time review and adjust any such calculation (a) to reflect its reasonable estimate of declines in value of any Collateral, due to collections received in the Dominion Account or otherwise; (b) to adjust advance rates to reflect changes in dilution, quality, mix and other factors affecting Collateral; and (c) to the extent the calculation is not made in accordance with this Agreement or does not accurately reflect the Availability Reserve.

8.2 Administration of Accounts.

8.2.1 Records and Schedules of Accounts. Each Borrower shall keep accurate and complete records of its Accounts, including all payments and collections thereon, and shall submit to Agent sales, collection, reconciliation and other reports in form reasonably satisfactory to Agent, on such periodic basis as Agent may request. Each Borrower shall also provide to Agent, on or before the 15th day of each month, a detailed aged trial balance of all Accounts as of the end of the preceding month, specifying each Account's Account Debtor name and address, amount, invoice date and due date, showing any discount, allowance, credit, authorized return or dispute, and including such proof of delivery, copies of invoices and invoice registers, copies of related documents, repayment histories, status reports and other information as Agent may reasonably request. If Accounts in an aggregate face amount of \$750,000 or more cease to be Eligible Accounts, Borrowers shall notify Agent of such occurrence promptly (and in any event within one Business Day) after any Borrower has knowledge thereof.

8.2.2 Taxes. If an Account of any Borrower includes a charge for any Taxes, Agent is authorized, in its discretion, to pay the amount thereof to the proper taxing authority for the account of such Borrower and to charge Borrowers therefor; provided, however, that neither Agent nor Lenders shall be liable for any Taxes that may be due from Borrowers or with respect to any Collateral.

8.2.3 Account Verification. Whether or not a Default or Event of Default exists, Agent shall have the right at any time, in the name of Agent, any designee of Agent or any Borrower, to verify the validity, amount or any other matter relating to any Accounts of Borrowers by mail, telephone or otherwise. Borrowers shall cooperate fully with Agent in an effort to facilitate and promptly conclude any such verification process.

8.2.4 Maintenance of Dominion Account. Obligors shall maintain Dominion Accounts pursuant to lockbox or other arrangements reasonably acceptable to Agent. Obligors shall obtain a Deposit Account Control Agreement or a Securities Account Control Agreement, in each case in form and substance reasonably satisfactory to Agent, from each lockbox servicer and Dominion Account bank, establishing Agent's control over and first priority perfected Lien in the lockbox or Dominion Account, requiring the immediate deposit of all remittances received in any lockbox to a Dominion Account, and waiving offset rights of such servicer or bank, except for customary administrative charges. Prior to a Cash Dominion Period, Agent shall not deliver a notice of Exclusive Control with respect to any Dominion Account. During a Cash Dominion Trigger Period, each Obligor hereby irrevocably waives the right to direct the application of funds in a Dominion Account and agrees that Agent may and, upon the written direction of the Required Lenders given at any time during such Cash Dominion Trigger Period, shall deliver a notice of exclusive control (as described in each Deposit Account Control Agreement) to each Dominion bank for each Dominion Account, and thereafter require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America. Agent and Lenders assume no responsibility to Borrowers for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any Payment Items accepted by any bank. Promptly following the commencement of any Cash Dominion Trigger Period, each Borrower shall give notice reasonably satisfactory to Agent to each credit card processor that processes its credit card receivables to require it to make daily transfers of the payments due from such processor to a Dominion Account.

8.2.5 Proceeds of Collateral. Borrowers shall request in writing and otherwise take all necessary steps to ensure that all payments on Accounts or otherwise relating to Collateral are made directly to a Dominion Account (or a lockbox relating to a Dominion Account). If any Borrower or Subsidiary receives cash or Payment Items with respect to any Collateral, it shall hold same in trust for Agent and promptly (not later than the next Business Day) deposit same into a Dominion Account. During any Cash Dominion Trigger Period, all amounts in any Dominion Account and all payments on Accounts or otherwise relating to ABL Priority Collateral shall be applied to the Obligations on each Business Day as provided in **Section 5.6**.

8.3 Administration of Inventory.

8.3.1 Records and Reports of Inventory. Each Borrower shall keep accurate and complete records of its Inventory, including costs and daily withdrawals and additions, and shall submit to Agent inventory and reconciliation reports in form reasonably satisfactory to Agent, on such periodic basis as Agent may request. Each Borrower shall conduct periodic cycle counts consistent with historical practices, and shall provide to Agent a report based on each such inventory and count promptly upon completion thereof, together with such supporting information as Agent may request. Agent may participate in and observe each physical count.

8.3.2 Returns of Inventory. No Borrower shall return any Inventory to a supplier, vendor or other Person, whether for cash, credit or otherwise, unless (a) such return is in the Ordinary Course of Business; (b) no Default, Event of Default or Overadvance exists or would result therefrom; (c) Agent is promptly notified if the aggregate Value of all Inventory returned in any month exceeds \$2,500,000; and (d) any payment received by a Borrower for a return is promptly remitted to Agent for application to the Obligations.

8.3.3 Acquisition, Sale and Maintenance. No Borrower shall acquire or accept any Inventory on consignment or approval, and shall take all steps to assure that all Inventory is produced in accordance with Applicable Law, including the FLSA. No Borrower shall sell any Inventory on consignment or approval or any other basis under which the customer may return or require a Borrower to repurchase such Inventory. Borrowers shall use, store and maintain all Inventory with reasonable care and caution, in accordance with applicable standards of any insurance and in conformity with all Applicable Law.

8.4 Administration of Equipment.

8.4.1 Records and Schedules of Equipment. Each Borrower shall keep accurate and complete records of its Equipment, including kind, quality, quantity, cost, acquisitions and dispositions thereof, and shall submit to Agent, on such periodic basis as Agent may request, a current schedule thereof, in form satisfactory to Agent. Promptly upon request, Borrowers shall deliver to Agent evidence of their ownership or interests in any Equipment.

8.4.2 Dispositions of Equipment. No Borrower shall sell, lease or otherwise dispose of any Equipment, without the prior written consent of Agent, other than a Permitted Asset Disposition.

8.4.3 Condition of Equipment. The Equipment is in good operating condition and repair, and all necessary replacements and repairs have been made so that the value and operating efficiency of the Equipment is preserved at all times, reasonable wear and tear excepted except as could not reasonably be expected to result in a Material Adverse Effect. No Borrower shall permit any Equipment to become affixed to real Property unless any landlord or mortgagee delivers a Lien Waiver.

8.5 Administration of Deposit Accounts and Securities Accounts. Schedule 8.5 sets forth all Deposit Accounts and Securities Accounts maintained by Obligors, including all Dominion Accounts and all credit card processors or issuers of Borrowers. Each Obligor shall obtain a Deposit Account Control Agreement or a Securities Account Control Agreement, in each case in form and substance satisfactory to Agent, from each lockbox servicer and each institution maintaining a Deposit Account or Securities Account, as applicable, establishing Agent's control over each such Deposit Account and each such Securities Account (other than (w) the Excluded Accounts (as defined in the Guarantee and Collateral Agreement), (x) an account exclusively used for payroll, payroll taxes or employee benefits, (y) a zero balance disbursement account, or (z) an account containing not more than \$150,000 at any time, provided, however that amounts on deposit in all such accounts under this **clause (z)** do not exceed \$1,000,000 at any time). Each Obligor shall be the sole account holder of each Deposit Account and each Securities Account and shall not allow any other Person (other than Agent, and, solely to the extent provided for in the Intercreditor Agreement and each Deposit Account Control Agreement or Securities Account Control Agreement, Term Loan Agent) to have control over a Deposit Account, Securities Account or any Property deposited therein. During a Cash Dominion Trigger Period, each Obligor hereby agrees that Agent may and, upon the written direction of the Required Lenders given at any time during such Cash Dominion Trigger Period, shall deliver a notice of exclusive control (as described in each Deposit Account Control Agreement) to each institution maintaining a Deposit Account covered by a Deposit Account Control Agreement, and thereafter require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America; provided that unless the Term Loan Agent otherwise consents, Agent shall not deliver a notice of exclusive control with respect to the Term Priority Collateral Account unless the Discharge of Term Obligations (as defined in the Intercreditor Agreement) has occurred. Each Obligor shall promptly notify Agent of any opening or closing of a Deposit Account or Securities Account and, with the consent of Agent, will amend **Schedule 8.5** to reflect same, which amendment shall be effective notwithstanding any other requirements set forth herein relating to the approval of amendments. Obligors will use commercially reasonable efforts to, by no later than February 28, 2014, maintain Agent as their principal depository bank, including for the maintenance of operating accounts, Deposit Accounts, lockbox administration, funds transfer, information reporting services and other treasury management services; provided that Agent's fees and expenses in connection with such Bank Products shall be customary for current market conditions. In no event shall any proceeds of ABL Priority Collateral be deposited in a Deposit Account or Securities Account maintained with the Term Loan Agent or any lender under the Term Loan Facility unless such Person is Agent or is also a Lender hereunder.

8.6 General Provisions.

8.6.1 Location of Collateral. All tangible items of Collateral, other than Inventory in transit, shall at all times be kept by Borrowers at the business locations set forth in **Schedule 8.6.1**, except that Borrowers may (a) make sales or other dispositions of Collateral in accordance with **Section 10.2.6**; and (b) move Collateral to another location in the United States, upon 20 Business Days prior written notice to Agent.

8.6.2 Insurance of Collateral; Condemnation Proceeds.

(a) Each Obligor shall maintain insurance with respect to the Collateral, covering casualty, hazard, theft, malicious mischief, flood and other risks, in amounts, with endorsements and with insurers (with a Best's Financial Strength Rating of at least A+, unless otherwise approved by Agent in its discretion) reasonably satisfactory to Agent. Subject to the terms of the Intercreditor Agreement, all proceeds under each policy shall be payable to Agent. From time to time upon request, Obligors shall deliver to Agent the originals or certified copies of its insurance policies and updated flood plain searches. Unless Agent shall agree otherwise and except as provided in the Intercreditor Agreement, each policy shall include satisfactory endorsements (i) showing Agent as loss payee (as its interests may appear in accordance with the Intercreditor Agreement); (ii) requiring 30 days prior written notice to Agent in the event of cancellation of the policy for any reason whatsoever; and (iii) specifying that the interest of Agent shall not be impaired or invalidated by any act or neglect of any Obligor or the owner of the

Property, nor by the occupation of the premises for purposes more hazardous than are permitted by the policy. If any Obligor fails to provide and pay for any insurance, Agent may, at its option, but shall not be required to, procure the insurance and charge Obligors therefor. Each Obligor agrees to deliver to Agent, promptly as rendered, copies of all reports made to insurance companies. While no Event of Default exists, Obligors may settle, adjust or compromise any insurance claim, as long as the proceeds are delivered to Agent. If an Event of Default exists, only Agent shall be authorized to settle, adjust and compromise such claims.

(b) Subject to the terms of the Intercreditor Agreement so long as the Term Loan Facility is in effect, (i) any proceeds of insurance (other than proceeds from workers' compensation or D&O insurance) and any awards arising from condemnation of any Collateral shall be paid to Agent and (ii) any such proceeds or awards that relate to Inventory shall be applied to payment of the Loans, and then to other Obligations. Subject to the Intercreditor Agreement so long as the Term Loan Facility is in effect, any proceeds or awards that relate to Equipment or Real Estate (or any other property that is not ABL Priority Collateral (as defined in the Intercreditor Agreement)) shall be applied in accordance with the Term Loan Facility, then to the Loans and then to other Obligations.

8.6.3 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Agent to any Person to realize upon any Collateral, shall be borne and paid by Borrowers. Agent shall not be liable or responsible in any way for the safekeeping of any Collateral, for any loss or damage thereto (except for reasonable care in its custody while Collateral is in Agent's actual possession), for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency or other Person whatsoever, but the same shall be at Borrowers' sole risk.

8.6.4 Defense of Title. Each Borrower shall defend its title to Collateral and Agent's Liens therein against all Persons, claims and demands, except Permitted Liens.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 General Representations and Warranties. To induce Agent and Lenders to enter into this Agreement and to make available the Commitments, Loans and Letters of Credit, each Obligor (or, in the case of **Section 9.1.6**, each Borrower) represents and warrants that:

9.1.1 Organization and Qualification. Each Obligor and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Obligor and its Subsidiaries is duly qualified, authorized to do business and in good standing as a foreign corporation in each jurisdiction where failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

9.1.2 Power and Authority. Each Obligor is duly authorized to execute, deliver and perform its obligations under the Loan Documents to which it is a party. The execution, delivery and performance of the Loan Documents to which such Obligor is a party have been duly authorized by all necessary action, and do not (a) require any consent or approval of any holders of Equity Interests of any Obligor, except those already obtained; (b) contravene the Organic Documents of any Obligor; (c) violate or cause a default under any Applicable Law or Material Contract; or (d) result in or require imposition of a Lien (other than Permitted Liens) on any Obligor's Property.

9.1.3 Enforceability. Each Loan Document is a legal, valid and binding obligation of each Obligor party thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

9.1.4 Capital Structure. Schedule 9.1.4 shows the Company's legal name and jurisdiction of organization. Schedule 9.1.4 shows, for each Subsidiary of Company, its name, jurisdiction of organization, authorized and issued Equity Interests, holders of its Equity Interests, and agreements binding on such holders with respect to such Equity Interests. Except as disclosed on Schedule 9.1.4, in the five years preceding the Closing Date, no Obligor nor any of its Subsidiaries has acquired any substantial assets from any other Person nor been the surviving entity in a merger or combination. Each Obligor has good title to its Equity Interests in its Subsidiaries, subject only to Agent's Lien and the Lien in favor of Term Loan Agent under the Term Loan Documents, and all such Equity Interests are duly issued, fully paid and non-assessable. There are no outstanding purchase options, warrants, subscription rights, agreements to issue or sell, convertible interests, phantom rights or powers of attorney relating to Equity Interests of any Subsidiaries or its Subsidiaries.

9.1.5 Title to Properties; Priority of Liens. Each Obligor and its Subsidiaries has, in all material respects, good and marketable title to (or valid leasehold interests in) all of its material Real Estate, and good title to all of its material personal Property, including all Property reflected in any financial statements delivered to Agent or Lenders, in each case free of Liens except Permitted Liens, except in each case as could not reasonably be expected to have a Material Adverse Effect. Each Obligor and its Subsidiaries has paid and discharged or is being Properly Contested all lawful claims that, if unpaid, could become a Lien on its Properties, other than Permitted Liens. All Liens of Agent in the Collateral are duly perfected, first priority Liens, subject only to the Intercreditor Agreement and Permitted Liens that are expressly allowed to have priority over Agent's Liens.

9.1.6 Accounts. Agent may rely, in determining which Accounts are Eligible Accounts, on all statements and representations made by Borrowers with respect thereto. Borrowers warrant, with respect to each Account at the time it is shown as an Eligible Account in a Borrowing Base Certificate, that:

(a) it is genuine and in all respects what it purports to be, and is not evidenced by a judgment;

(b) it arises out of a completed, *bona fide* sale and delivery of goods or rendition of services in the Ordinary Course of Business, and substantially in accordance with any purchase order, contract or other document relating thereto;

(c) it is for a sum certain, maturing as stated in the invoice covering such sale or rendition of services, a copy of which has been furnished or is available to Agent on request;

(d) it is not subject to any offset, Lien (other than Agent's Lien and the Lien in favor of Term Loan Agent under the Term Loan Documents), deduction, defense, dispute, counterclaim or other adverse condition except as arising in the Ordinary Course of Business and disclosed to Agent; and it is absolutely owing by the Account Debtor, without contingency in any respect;

(e) the applicable Borrower is the sole payee or remittance party shown on the invoice for the Account;

(f) no extension, compromise, settlement, modification, credit, deduction or return has been authorized with respect to the Account, except discounts or allowances granted in the Ordinary Course of Business for prompt payment that are reflected on the face of the invoice related thereto and in the reports submitted to Agent hereunder; and

(g) to the best of Borrowers' knowledge, (i) there are no facts or circumstances that are reasonably likely to impair the enforceability or collectability of such Account; (ii) the Account Debtor had the capacity to contract when the Account arose, continues to meet the applicable Borrower's customary credit standards, is Solvent, is not contemplating or subject to an Insolvency Proceeding, and has not failed, or suspended or ceased doing business; and (iii) there are no proceedings or actions threatened or pending against any Account Debtor that could reasonably be expected to have a material adverse effect on the Account Debtor's financial condition.

9.1.7 Financial Statements. The consolidated and consolidating balance sheets, and related statements of income, cash flow and shareholders' equity, of Company and its Subsidiaries that have been and are hereafter delivered to Agent and Lenders, are prepared in accordance with GAAP, and fairly present the financial positions and results of operations of Company and its Subsidiaries at the dates and for the periods indicated. All projections delivered from time to time to Agent and Lenders have been prepared in good faith, based on reasonable assumptions in light of the circumstances at such time. Since April 28, 2012, there has been no change in the condition, financial or otherwise, of any Borrower or Subsidiary that could reasonably be expected to have a Material Adverse Effect (excluding the Bankruptcy Proceedings and any historical events associated with the Bankruptcy Proceedings, and any events that customarily occur as part of a proceeding under Chapter 11 of the Bankruptcy Code). No financial statement delivered to Agent or Lenders at any time contains any untrue statement of a material fact, nor fails to disclose any material fact necessary to make such statement not materially misleading. Company and each of its Subsidiaries, on a consolidated basis, are Solvent.

9.1.8 Surety Obligations. No Obligor nor any of its Subsidiaries is obligated as surety or indemnitor under any bond or other contract that assures payment or performance of any obligation of any Person, except as permitted hereunder.

9.1.9 Taxes. Each Obligor and its Subsidiaries has filed all material federal, state and local tax returns and other reports that it is required by law to file, and has paid, or made provision for the payment of, all material Taxes upon it, its income and its Properties that are due and payable, except to the extent being Properly Contested. The provision for Taxes on the books of each Obligor and its Subsidiaries is adequate for all years not closed by applicable statutes, and for its current Fiscal Year.

9.1.10 Brokers. There are no brokerage commissions, finder's fees or investment banking fees payable in connection with any transactions contemplated by the Loan Documents.

9.1.11 Intellectual Property. Each Obligor and its Subsidiaries owns or is licensed to use all Intellectual Property material to its respective business, and neither the use thereof nor the conduct of their respective businesses infringes, misappropriates or otherwise violates the Intellectual Property rights of any other Person, except for any such infringements, misappropriations and other violations that could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

9.1.12 Governmental Approvals. Each Obligor and its Subsidiaries has, is in compliance with, and is in good standing with respect to, all Governmental Approvals necessary to conduct its business and to own, lease and operate its Properties. All necessary import, export or other licenses, permits or certificates for the import or handling of any goods or other Collateral have been procured and are in effect, and Obligors and their Subsidiaries have complied with all foreign and domestic laws with respect to the shipment and importation of any goods or Collateral, except where noncompliance could not reasonably be expected to have a Material Adverse Effect.

9.1.13 Compliance with Laws. Each Obligor and its Subsidiaries has duly complied, and its Properties and business operations are in compliance, in all material respects with all Applicable Law, except where noncompliance could not reasonably be expected to have a Material Adverse Effect. There have been no citations, notices or orders of material noncompliance issued to any Obligor or any of its Subsidiaries under any Applicable Law that could reasonably be expected to have a Material Adverse Effect. No Inventory has been produced in violation of the FLSA.

9.1.14 Compliance with Environmental Laws. Except as disclosed on **Schedule 9.1.14** or as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) no Obligor's nor any of its Subsidiaries' past or present operations, Real Estate or other Properties are subject to any federal, state or local investigation to determine whether any remedial action is needed to address any environmental pollution, hazardous material or environmental clean-up; (ii) no Obligor nor any of its Subsidiaries has received any Environmental Notice; and (iii) no Obligor nor any of its Subsidiaries has any contingent liability with respect to any Environmental Release, environmental pollution or hazardous material on any Real Estate now or previously owned, leased or operated by it.

9.1.15 Burdensome Contracts. No Obligor nor any of its Subsidiaries is party or subject to any Restrictive Agreement, except as shown on **Schedule 9.1.15**. No such Restrictive Agreement prohibits the execution, delivery or performance of any Loan Document by an Obligor.

9.1.16 Litigation. Except as shown on **Schedule 9.1.16**, there are no proceedings or investigations pending or, to any Obligor's knowledge, threatened against any Obligor or any of its Subsidiaries, or any of their businesses, operations, Properties, prospects or conditions, that (a) relate to any Loan Documents or transactions contemplated thereby; or (b) could reasonably be expected to have a Material Adverse Effect if determined adversely to any Obligor or any of its Subsidiaries. Except as shown on such Schedule, no Obligor has a Commercial Tort Claim (other than, as long as no Default or Event of Default exists, a Commercial Tort Claim for less than \$500,000). No Obligor nor any of its Subsidiaries is in default with respect to any order, injunction or judgment of any Governmental Authority, except where such violation or default could not reasonably be expected to result in a Material Adverse Effect.

9.1.17 No Defaults. No event or circumstance has occurred or exists that constitutes a Default or Event of Default. No Obligor nor any of its Subsidiaries is in default, and no event or circumstance has occurred or exists that with the passage of time or giving of notice would constitute a default, under any Material Contract.

9.1.18 ERISA. Except as disclosed on **Schedule 9.1.18**:

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code, and other federal and state laws and (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of Borrowers, nothing has occurred which would prevent, or cause the loss of, such qualification.

(b) There are no pending or, to the knowledge of Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted in or could reasonably be expected to have a Material Adverse Effect.

(c) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) no Obligor or ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (iv) no Obligor or ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, with respect to any Foreign Plan, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities.

9.1.19 Trade Relations. There exists no actual or threatened termination, limitation or modification of any business relationship between any Obligor or its Subsidiaries and any customer or supplier, or any group of customers or suppliers, who individually or in the aggregate are material to the business of such Obligor or Subsidiary. There exists no condition or circumstance that could reasonably be expected to impair the ability of any Borrower or Subsidiary to conduct its business at any time hereafter in substantially the same manner as conducted on the Closing Date.

9.1.20 Labor Relations. Except as described on **Schedule 9.1.20**, no Obligor nor any of its Subsidiaries is party to or bound by any collective bargaining agreement, management agreement or consulting agreement. Except as could not reasonably be expected to result in a Material Adverse Effect, there are no material grievances, disputes or controversies with any union or other organization of any Borrower's or Subsidiary's employees, or, to any Borrower's knowledge, any asserted or threatened strikes, work stoppages or demands for collective bargaining.

9.1.21 Payable Practices. No Obligor nor any of its Subsidiaries has made any material change in its historical accounts payable practices from those in effect on the Closing Date.

9.1.22 Not a Regulated Entity. No Obligor is (a) an "investment company" or a "person directly or indirectly controlled by or acting on behalf of an investment company" within the meaning of the Investment Company Act of 1940; or (b) subject to regulation under the Federal Power Act, the Interstate Commerce Act, any public utilities code or any other Applicable Law regarding its authority to incur Indebtedness.

9.1.23 Margin Stock. No Borrower or Subsidiary is engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No Loan proceeds or Letters of Credit will be used by Borrowers to purchase or carry, or to reduce or refinance any Indebtedness incurred to purchase or carry, any Margin Stock or for any related purpose governed by Regulations T, U or X of the Board of Governors.

9.1.24 OFAC. No Obligor nor any of its Subsidiaries, nor to the knowledge of any Obligor or Subsidiary, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity currently the subject of any Sanctions. No Obligor nor any of its Subsidiaries is located, organized or resident in a Designated Jurisdiction. Each Obligor and its Subsidiaries is in compliance with the Patriot Act.

9.1.25 Use of Proceeds. The proceeds of Loans shall be used by Borrowers (a) to repay the DIP Facilities (specifically, all of the ABL DIP and part of the Ad-Hoc DIP), (b) to fund certain fees and expenses associated with the closing of this credit facility and the Transactions, (c) to repay certain costs and expenses required to be paid in connection with the emergence from chapter 11 of Borrowers

and certain of their Subsidiaries (including, but not limited to, administrative costs, cure costs and potentially to fund cash out options for trade and other unsecured claims), (d) to provide for working capital and (e) for general corporate purposes (including, without limitation, for Permitted Acquisitions and Capital Expenditures).

9.1.26 Designation as Senior Debt. All Obligations are designated as “Designated Senior Indebtedness” or “Senior Debt” (or any other defined term having a similar purpose) under, and as defined in, any indenture or other agreement related to Subordinated Debt.

9.1.27 Security Documents. The Guarantee and Collateral Agreement is effective to create in favor of Agent, for the benefit of Lenders and other Secured Parties, a valid and enforceable security interest in the Collateral described therein and proceeds thereof, to the extent contemplated by the Guarantee and Collateral Agreement. Subject to **Section 10.1.15**, all actions have been taken or will be taken promptly following the Closing Date which are necessary to cause the Guarantee and Collateral Agreement to constitute, to the extent contemplated by the Guarantee and Collateral Agreement and this Agreement, a fully perfected Lien on, and security interest in, all right, title and interest of Obligor in the Collateral and the proceeds thereof, as security for the Obligations, in each case prior and superior in right to any other Person, except in the case of (a) Permitted Liens, to the extent any such Permitted Liens would have priority over the Liens in favor of Agent pursuant to any applicable law, or as otherwise permitted by this Agreement and (b) Liens perfected only by possession or control (including possession of any certificate of title) to the extent Agent has not obtained or does not maintain possession or control of such Collateral.

9.2 Accuracy of Information, Etc. None of the information, report, financial statement, exhibit or schedule (excluding the projections, forecasts or other forward-looking information and financial information referred to below) furnished by or on behalf of Borrowers to Agent or any Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain as of the date the same was or is furnished any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading; provided that, to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, Borrowers represent and warrant only that such materials are based upon good faith estimates and assumptions believed by management to be reasonable at the time made, in light of the circumstances under which they were made and at the time furnished (and based upon accounting principles consistent with the historical audited financial statements of Borrowers), and due care in the preparation of such information, report, financial statement, exhibit or schedule (it being understood that forecasts and projections are subject to uncertainties and that there can be no assurance such results will be achieved).

SECTION 10. COVENANTS AND CONTINUING AGREEMENTS

10.1 Affirmative Covenants. As long as any Commitments or Obligations are outstanding, each Obligor shall, and shall cause each Subsidiary to:

10.1.1 Inspections; Appraisals; Maintenance of Books and Records.

(a) Permit Agent from time to time, subject (except when a Default or Event of Default exists) to reasonable prior notice and during normal business hours, to visit and inspect the Properties of any Obligor or Subsidiary, inspect, audit and make extracts from any Obligor’s or Subsidiary’s books and records, and discuss with its officers, employees, agents, advisors and independent accountants such Obligor’s or Subsidiary’s business, financial condition, assets, prospects and results of operations. Lenders may participate in any such visit or inspection, at their own expense. Neither Agent nor any Lender shall have any duty to any Obligor to make any inspection, nor to share any

results of any inspection, appraisal or report with any Obligor. Obligors acknowledge that all inspections, appraisals and reports are prepared by Agent and Lenders for their purposes, and Obligors shall not be entitled to rely upon them. Notwithstanding the foregoing, all collateral field examinations and Inventory appraisals shall be subject to the limitations set forth in **clause (b)** below.

(b) Agent shall be permitted to conduct, and shall be reimbursed by Borrowers for all reasonable and documented charges, costs and expenses in connection with (i) collateral field examinations or other examinations of any Obligor's books and records or any other financial or Collateral matters as Agent deems appropriate, up to two times per Loan Year; and (ii) appraisals of Inventory up to one time per Loan Year; provided, however, that (x) during any Reporting Trigger Period, such limits shall be increased to add one additional collateral field examination and one additional appraisal of Inventory per Loan Year and (y) if an examination or appraisal is initiated during a Default or Event of Default, all reasonable and documented charges, costs and expenses therefor shall be reimbursed by Borrowers without regard to such limits. Borrowers agree to pay Agent's then standard charges for examination activities, including the standard charges of Agent's internal examination and appraisal groups, as well as the charges of any third party used for such purposes.

(c) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of Obligors and Subsidiaries.

10.1.2 Financial and Other Information. Keep adequate records and books of account with respect to its business activities, in which proper entries are made in accordance with GAAP reflecting all financial transactions; and furnish to Agent and Lenders:

(a) as soon as available, and in any event within 120 days after the end of the 2013 Fiscal Year and within 90 days after the close of each Fiscal Year thereafter, balance sheets as of the end of such Fiscal Year and the related statements of income, cash flow and shareholders' equity for such Fiscal Year, on consolidated and consolidating bases for Company and its Subsidiaries, which consolidated statements shall be audited and certified (without any "going concern" or like qualification or exception or any qualification or exception as to scope of audit) by a firm of independent certified public accountants of recognized standing selected by Company and acceptable to Agent, and shall set forth in comparative form corresponding figures for the preceding Fiscal Year and other information acceptable to Agent;

(b) as soon as available, and in any event within 60 days after the end of the first Fiscal Quarter of the 2014 Fiscal Year, and thereafter within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, unaudited balance sheets as of the end of such month and the related statements of income and cash flow for such Fiscal Quarter and for the portion of the Fiscal Year then elapsed, on consolidated and consolidating bases for Company and its Subsidiaries, setting forth in comparative form corresponding figures for the preceding Fiscal Year and certified by the chief financial officer of Borrower Agent as prepared in accordance with GAAP and fairly presenting the financial position and results of operations for such month and period, subject to normal year-end adjustments and the absence of footnotes;

(c) as soon as available, and in any event within 30 days after the end of each month (but within 60 days after the last month in a Fiscal Year), unaudited balance sheets as of the end of such month and the related statements of income and cash flow for such month and for the portion of the Fiscal Year then elapsed, on consolidated and consolidating bases for Company and its Subsidiaries, setting forth in comparative form corresponding figures for the preceding Fiscal Year and certified by the chief financial officer of Borrower Agent as prepared in accordance with GAAP and fairly presenting the financial position and results of operations for such month and period, subject to normal year-end adjustments and the absence of footnotes;

(d) concurrently with delivery of financial statements under **clauses (a), (b) and (c)** above, or more frequently if requested by Agent while a Default or Event of Default exists, a Compliance Certificate executed by the chief financial officer of Borrower Agent;

(e) concurrently with delivery of financial statements under **clause (a)** above, copies of all management letters and other material reports submitted to Borrowers by their accountants in connection with such financial statements;

(f) not later than 30 days prior to the end of each Fiscal Year, projections of Company's consolidated balance sheets, results of operations, cash flow and Availability for the next Fiscal Year, month by month and for the next three Fiscal Years, year by year;

(g) at Agent's request, a listing of each Borrower's trade payables, specifying the trade creditor and balance due, and a detailed trade payable aging, all in form reasonably satisfactory to Agent;

(h) promptly after the sending or filing thereof, copies of any proxy statements, financial statements or reports that any Borrower has made generally available to its shareholders; copies of any regular, periodic and special reports or registration statements or prospectuses that any Borrower files with the Securities and Exchange Commission or any other Governmental Authority, or any securities exchange; and copies of any press releases or other statements made available by a Borrower to the public concerning material changes to or developments in the business of such Borrower;

(i) promptly after the sending or filing thereof, copies of any annual report to be filed in connection with each Plan or Foreign Plan; and

(j) such other reports and information (financial or otherwise) as Agent may reasonably request from time to time in connection with any Collateral or any Borrower's, Subsidiary's or other Obligor's financial condition or business.

10.1.3 **Notices.** Notify Agent and Lenders in writing, promptly after any Senior Officer of any Borrower obtains knowledge thereof, of any of the following that affects an Obligor: (a) the threat or commencement of any proceeding or investigation, whether or not covered by insurance, if an adverse determination could reasonably be expected to have a Material Adverse Effect; (b) any pending or threatened labor dispute, strike or walkout, or the expiration of any material labor contract; (c) any default under or termination of a Material Contract; (d) the existence of any Default or Event of Default; (e) any judgment in an amount exceeding \$1,000,000; (f) any violation or asserted violation of any Applicable Law (including ERISA, OSHA, FLSA, or any Environmental Laws), for which an adverse resolution could reasonably be expected to have a Material Adverse Effect; (g) any Environmental Release by an Obligor or on any Property owned, leased or occupied by an Obligor; or receipt of any Environmental Notice; (h) the occurrence of any ERISA Event; (i) the discharge of or any withdrawal or resignation by Borrowers' independent accountants; (j) any opening of a new office or place of business, at least 30 days prior to such opening; or (k) any other matter that could reasonably be expected to have a Material Adverse Effect. Each notice pursuant to this **Section 10.1.3** shall be accompanied by a statement of a Senior Officer setting forth details of the occurrence referred to therein and stating what action Borrowers or the relevant Subsidiary proposes to take with respect thereto.

10.1.4 **Landlord and Storage Agreements.** Upon request, provide Agent with copies of all existing agreements, and promptly after execution thereof provide Agent with copies of all future agreements, between an Obligor and any landlord, warehouseman, processor, shipper, bailee or other Person that owns any premises at which any Collateral may be kept or that otherwise may possess or handle any Collateral.

10.1.5 Compliance with Laws. Comply with all Applicable Laws, including ERISA, Environmental Laws, FLSA, OSHA, Anti-Terrorism Laws, and laws regarding collection and payment of Taxes, and maintain all Governmental Approvals necessary to the ownership of its Properties or conduct of its business, unless failure to comply (other than failure to comply with Anti-Terrorism Laws) or maintain could not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, if any Environmental Release occurs at or on any Properties of any Obligor or Subsidiary, it shall act promptly and diligently to investigate and report to Agent and all appropriate Governmental Authorities the extent of, and to make appropriate remedial action to eliminate, such Environmental Release, all to the extent required by Environmental Laws, whether or not directed to do so by any Governmental Authority.

10.1.6 Taxes and Payment of Obligations. Pay and discharge (a) all Taxes prior to the date on which they become delinquent or penalties attach, unless such Taxes are being Properly Contested; (b) all lawful claims which, if unpaid, would by law become a Lien upon its Property; and (c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

10.1.7 Insurance. In addition to the insurance required hereunder with respect to Collateral, maintain insurance with insurers (with a Best Rating of at least A7, unless otherwise approved by Agent) satisfactory to Agent, (a) with respect to the Properties and business of Obligors and Subsidiaries of such type (including product liability, workers' compensation, larceny, embezzlement, or other criminal misappropriation insurance), in such amounts, and with such coverages and deductibles as are customary for companies similarly situated; and (b) business interruption insurance in an amount not less than \$25,000,000, with deductibles and subject to an Insurance Assignment satisfactory to Agent.

10.1.8 Licenses. Keep each License (other than as determined in its reasonable business judgment); at the end of each fiscal quarter, notify Agent of any material proposed modification to, or termination (other than expiration by its terms) of, any such License, or entry into any new License.

10.1.9 Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Applicable Laws of the jurisdiction of its organization except in a transaction permitted by **Section 10.2.6** or **10.2.9**; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

10.1.10 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear and abandonment excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof, in each case, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

10.1.11 Material Contracts. Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, take all such action to such end as may be from time to time requested by Agent and, upon request of Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Obligor or Subsidiary is entitled to make under such Material Contract, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

10.1.12 Designation as Senior Debt. Designate all Obligations as “Designated Senior Indebtedness” or “Senior Debt” (or any other defined term having a similar purpose) under, and as defined in, any indenture or other agreement related to Subordinated Debt.

10.1.13 Compliance with Terms of Leaseholds. Make all payments and otherwise perform all obligations in respect of all leases of real property to which any Obligor or Subsidiary is a party, keep such leases in full force and effect and not allow such leases to lapse or be terminated or any rights to renew such leases to be forfeited or cancelled, notify Agent of any default by any party with respect to such leases and cooperate with Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, could not be reasonably likely to have a Material Adverse Effect.

10.1.14 Future Subsidiaries.

(a) (i) Promptly notify Agent upon any Person becoming a Subsidiary and, if such Person is not a Foreign Subsidiary or an Excluded Subsidiary, cause it to guaranty the Obligations in a manner satisfactory to Agent, (x) upon any Person becoming a Subsidiary (other than an Excluded Subsidiary) or (y) if any Subsidiary that was an Excluded Subsidiary but, as of the end of the most recently ended Fiscal Quarter, has ceased to be an Excluded Subsidiary; and (i) cause (x) the Equity Interests of any such Subsidiary that is not a Foreign Subsidiary and is not described in **clauses (e)** or **(f)** of the definition of Excluded Subsidiary to be pledged to Agent and 65% of the voting Equity Interests and 100% of the non-voting Equity Interests of any such Subsidiary that is a Foreign Subsidiary or any Subsidiary described in **clause (f)** of the definition of Excluded Subsidiary that, in each case, is not directly or indirectly owned by a Foreign Subsidiary to be pledged to Agent; and (y) such Person to execute a Guarantee and Collateral Agreement Supplement in accordance with the Guarantee and Collateral Agreement, and to execute and deliver such documents, instruments and agreements and to take such other actions as Agent shall require to evidence and perfect a Lien in favor of Agent (for the benefit of Secured Parties) on all assets of such Person, including delivery of such legal opinions, in form and substance satisfactory to Agent, as it shall deem appropriate.

(b) In connection with any Permitted Acquisition, Borrowers may elect to have an acquired Subsidiary become a Borrower so long as (i) the Asset Review and Approval Conditions shall have been satisfied and (ii) the acquired Subsidiary shall have executed a joinder agreement, in form and substance reasonably satisfactory to Agent, and shall execute and deliver such documents, instruments and agreements and take such other actions as Agent shall reasonably require to evidence and perfect a Lien in favor of Agent (for the benefit of Secured Parties) on all assets of such Person, subject to exceptions the same or comparable to those herein, including delivery of such legal opinions as are reasonably satisfactory to Agent and provide all documentation and instruments required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

10.1.15 Post-Closing Matters. Borrowers shall satisfy the requirements set forth on **Schedule 10.1.15** on or before the date specified for such requirement.

10.1.16 Prepetition Escrow Account. Keep the Prepetition Escrow Account funded at all times equal to an amount not less than 100% of the aggregate amount outstanding owed or claimed to be owed to the Prepetition Term Loan Secured Parties (as defined in the DIP Order) under the Prepetition Term Loan Documents (as defined in the DIP Order), including professional fees and expenses.

10.2 Negative Covenants. As long as any Commitments or Obligations are outstanding (other than unasserted contingent obligations not yet due and payable), each Borrower shall not, and shall cause each Subsidiary not to:

10.2.1 Permitted Indebtedness. Create, incur, guarantee or suffer to exist any Indebtedness, except the following (collectively, “Permitted Indebtedness”):

(a) the Obligations;

(b) Subordinated Debt;

(c) Permitted Purchase Money Debt and Capital Lease Obligations; provided that the aggregate amount of all Indebtedness incurred under this **clause (c)** does not exceed \$15,000,000 at any time;

(d) (i) Indebtedness outstanding on the Closing Date, listed on **Schedule 10.2.1** and not satisfied with proceeds of the initial Loans and (ii) Indebtedness under the Term Loan Facility (including any incremental facility thereunder), in an aggregate principal amount not to exceed \$187,000,000;

(e) Indebtedness with respect to Bank Products (i) incurred in the Ordinary Course of Business and not for speculative purposes or (ii) required under Section 5.12 of the Term Loan Agreement and not for speculative purposes or any corresponding provision under any Term Loan Facility that refinances the Term Loan Agreement;

(f) (i) Indebtedness that is assumed or incurred by an Obligor or Subsidiary in connection with a Permitted Acquisition or other acquisition of assets permitted hereunder or (ii) Indebtedness that is in existence when a Person becomes a Subsidiary or that is secured by an asset when acquired by a Borrower or Subsidiary, in each case, as part of a Permitted Acquisition, as long as such Indebtedness was not incurred in contemplation of such Person becoming a Subsidiary or such Permitted Acquisition; provided that for both **clauses (i)** and **(ii)**, after giving effect to such Permitted Acquisition on a pro forma basis, the Net Total Leverage Ratio is no greater than the Net Total Leverage Ratio in effect immediately prior to such Permitted Acquisition;

(g) Permitted Contingent Obligations (excluding Permitted Surety Bonds);

(h) Indebtedness under Permitted Surety Bonds that does not exceed \$30,000,000 in the aggregate at any time;

(i) Permitted First Lien Debt in an amount not to exceed the greater of (x) \$5,000,000 and (y) an amount such that, at the time of incurrence the Net First Lien Leverage Ratio for the most recently ended four Fiscal Quarters for which financial statements have been delivered pursuant to **clause (a)** or **(b)** of **Section 10.1.2** immediately preceding the date on which such additional Indebtedness is incurred, determined on a pro forma basis, as if the additional Indebtedness had been incurred at the beginning of such period, is no greater than 3.07 to 1.00; provided that the Fixed Charge Coverage Ratio for the most recently ended trailing twelve month period for which financial statements have been delivered pursuant to **Section 10.1.2** immediately preceding the date on which such additional Indebtedness is incurred is at least 1.00 to 1.00, determined on a pro forma basis, as if the additional Indebtedness had been incurred at the beginning of such period;

(j) Permitted Unsecured Debt so long as (i) at the time of incurrence the Net Total Leverage Ratio for the most recently ended four Fiscal Quarters for which financial statements have been delivered pursuant to **Section 10.1.2** immediately preceding the date on which such additional Indebtedness is incurred is no greater than 3.75 to 1.00, determined on a pro forma basis, as if the additional Indebtedness had been incurred at the beginning of such period and (ii) the Fixed Charge Coverage Ratio for the most recently ended trailing twelve month period for which financial statements have been delivered pursuant to **Section 10.1.2** immediately preceding the date on which such additional Indebtedness is incurred is at least 1.00 to 1.00, determined on a pro forma basis, as if the additional Indebtedness had been incurred at the beginning of such period;

(k) Specified Unsecured Prepetition Debt in an aggregate principal amount not to exceed \$60,000,000 so long as such Specified Unsecured Prepetition Debt does not mature, require mandatory prepayments (other than in connection with a change of control or to the extent required under Section V.I of the Plan of Reorganization) or require any payment of cash interest, in each case, prior to September 30, 2014;

(l) the Comerica Letter of Credit and the JPM Letter of Credit;

(m) Refinancing Debt as long as each Refinancing Condition is satisfied;

(n) Intercompany Indebtedness of Borrowers and the Subsidiaries to the extent permitted by **Section 10.2.5**; provided that any such Indebtedness that is owed by an Obligor to a Subsidiary that is not an Obligor is subordinated to the Obligations pursuant to an Affiliate Subordination Agreement;

(o) financing of insurance premiums in the Ordinary Course of Business;

(p) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards"), or cash management services, netting services, overdraft protection, and other like services, in each case incurred in the Ordinary Course of Business;

(q) unsecured Indebtedness owing to former employees, officers or directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase by Company of the Equity Interests of Company that have been issued to such Persons, so long as (i) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness and (ii) the aggregate amount of all such Indebtedness outstanding at any one time does not exceed \$500,000; provided that any such Indebtedness shall be treated as a Distribution and only be permitted to the extent permitted pursuant to **Section 10.2.4**;

(r) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case on Indebtedness that otherwise constitutes Indebtedness permitted under this **Section 10.2.1**;

(s) Indebtedness incurred by Subsidiaries that are not Obligor in an aggregate principal amount not to exceed \$2,500,000;

(t) to the extent constituting Indebtedness, customary purchase price adjustments, earn outs, indemnification obligations, unsecured guarantees thereof and similar items of Borrowers or any of their Subsidiaries in connection with Permitted Acquisitions, other acquisitions of assets permitted hereunder or Permitted Asset Dispositions;

(u) to the extent constituting Indebtedness, Indebtedness in respect of the Fee Claim Reserve Amounts, the Prepetition Escrowed Amounts and the Delayed Admin Claims;

(v) Borrowers and Subsidiaries may enter into Hedging Agreements that are (i) required by the Term Loan Facility and not for speculative purposes or (ii) entered into in the Ordinary Course of Business and not for speculative purposes; and

(w) Indebtedness that is not included in any of the preceding clauses of this **Section 10.2.1**, is not secured by a Lien and does not exceed \$5,000,000 in the aggregate at any time.

10.2.2 Permitted Liens. Create or suffer to exist any Lien upon any of its Property, except the following (collectively, “Permitted Liens”):

(a) Liens in favor of Agent;

(b) Purchase Money Liens securing Permitted Purchase Money Debt;

(c) Liens for Taxes not yet due or being Properly Contested;

(d) statutory Liens (other than Liens for Taxes or imposed under ERISA) arising in the Ordinary Course of Business, but only if (i) payment of the obligations secured thereby is not yet due or is being Properly Contested, and (ii) such Liens do not materially impair the value or use of the Property or materially impair operation of the business of any Borrower or Subsidiary;

(e) Liens incurred or deposits made in the Ordinary Course of Business to secure the performance of government tenders, bids, contracts (other than Indebtedness), leases (other than Capital Leases), statutory obligations, surety and appeal bonds, performance bonds and other similar obligations, as long as such Liens are at all times junior to Agent’s Liens;

(f) Liens arising in the Ordinary Course of Business that are subject to Lien Waivers;

(g) judgment Liens securing judgments not constituting an Event of Default;

(h) zoning restrictions, easements, rights-of-way, restrictions on use of real property, minor defects or irregularities of title and other similar encumbrances that do not secure any monetary obligation incurred in the Ordinary Course of Business which do not interfere with the Ordinary Course of Business;

(i) any interest or title or right of a lessor or sub-lessor under any lease or sub-lease entered into in the Ordinary Course of Business and covering only the assets so leased;

(j) normal and customary rights of setoff upon deposits in favor of depository institutions, and Liens of a collecting bank on Payment Items in the course of collection; and

(k) Liens on assets (other than Accounts and Inventory) acquired in a Permitted Acquisition, securing Indebtedness permitted by **Section 10.2.1(f)**;

(l) Liens securing Permitted First Lien Debt permitted by **Section 10.2.1(i)**;

(m) Liens on assets of an Excluded Subsidiary that secures Permitted Debt of such Excluded Subsidiary;

(n) Liens securing Indebtedness under the Term Loan Facility and Refinancing Debt in respect thereof, so long as the holders of such Indebtedness remain subject to the Intercreditor Agreement;

(o) Liens arising in connection with the cash collateralization of the Comerica Letter of Credit and the JPM Letter of Credit;

(p) existing Liens shown on **Schedule 10.2.2** and any extensions or renewals thereof in connection with any Refinancing Debt with respect to such Indebtedness secured by such Liens; and

(q) pledges and deposits made in the Ordinary Course of Business in compliance with workmen’s compensation, unemployment insurance and other social security laws and regulations;

(r) Liens securing Indebtedness permitted by **Section 10.2.1(e)** (provided that Liens on any Hedge Agreement may be incurred under the Term Loan Facility or the Loan Documents, but not both);

(s) any license or sub-license entered into in the Ordinary Course of Business and not interfering with such Obligor's or its Subsidiaries' conduct of its respective business, and the interest of any non-exclusive licensors under license agreements (including, for the avoidance of doubt, relating to Intellectual Property);

(t) Liens arising from precautionary UCC financing statements filed in connection with operating leases;

(u) Liens on cash earnest money deposits made in connection with Permitted Acquisitions or other acquisitions of assets permitted hereunder;

(v) Liens on Equity Interests in joint ventures securing obligations of such entities, and options, put and call arrangements, rights of first refusal and similar rights related to Equity Interests in joint ventures;

(w) Liens in favor of Borrowers or any Subsidiary securing Indebtedness permitted under **Section 10.2.1(n)**;

(x) Liens granted in the Ordinary Course of Business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under **Section 10.2.1(o)** hereof;

(y) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties not yet delinquent in connection with the importation of goods in the Ordinary Course of Business;

(z) Liens arising in connection with (i) the Prepetition Escrowed Amounts, (ii) the Fee Claims Account and (iii) the ABL DIP Cash Collateral Account; and

(aa) other Liens securing liabilities in an aggregate amount not to exceed \$5,000,000 at any time outstanding.

Notwithstanding the foregoing, no Obligor shall incur any Liens on any ABL Priority Collateral except (i) Permitted Liens that arise by operation of law and are junior to Agent's Lien on ABL Priority Collateral securing the Obligations and (ii) other Permitted Liens that are junior to Agent's Lien on any ABL Priority Collateral securing the Obligations pursuant to the Intercreditor Agreement or another intercreditor agreement satisfactory to Agent containing terms no less favorable to Lenders in all material respects, taken as a whole, as the terms in the Intercreditor Agreement.

10.2.3 Delayed Admin Claims. Make any payment (whether voluntary or mandatory, or a prepayment, redemption, retirement, defeasance or acquisition) with respect to any Delayed Admin Claim on or prior to August 31, 2013.

10.2.4 Distributions; Upstream Payments. Declare or make any Distributions, except Upstream Payments; or create or suffer to exist any encumbrance or restriction on the ability of a Subsidiary to make any Upstream Payment, except for restrictions under the Loan Documents, under Applicable Law or in effect on the Closing Date as shown on **Schedule 9.1.15**.

10.2.5 Restricted Investments. Make any Restricted Investment.

10.2.6 Disposition of Assets . Make any Asset Disposition, except a Permitted Asset Disposition, a disposition of Equipment under **Section 8.4.2**, or a transfer of Property by a Subsidiary or Obligor to a Borrower.

10.2.7 [Reserved] .

10.2.8 Restrictions on Payment of Certain Debt . Make any payments (whether voluntary or mandatory, or a prepayment, redemption, retirement, defeasance or acquisition) with respect to any Indebtedness, except:

(a) regularly scheduled payments of principal, interest and fees, but if such Indebtedness is Subordinated Debt, only to the extent permitted under any subordination agreement relating to such Indebtedness (and a Senior Officer of Borrower Agent shall certify to Agent, not less than five Business Days prior to the date of payment, that all conditions under such agreement have been satisfied);

(b) (i) any prepayment in respect of such Indebtedness on or after September 1, 2014 so long as the Payment Conditions are satisfied; (ii) any mandatory prepayments in respect of Indebtedness incurred under the Term Loan Facility or any Permitted First Lien Debt or any refinancing thereof so long as the Refinancing Conditions are satisfied with respect to such Refinancing Debt; and (iii) to the extent constituting Indebtedness, any mandatory prepayments in respect of Specified Unsecured Prepetition Debt to the extent required under the Plan of Reorganization in connection with a Restricted Payment described in **clause (c)** of the definition of “Upstream Payment”;

(c) any prepayments in connection with any refinancing of Indebtedness otherwise permitted hereunder so long as the Refinancing Conditions are satisfied with respect to such Refinancing Debt;

(d) any payments upon conversion of any such Indebtedness into common stock of Company made solely in common stock of Company, in each case in connection with such conversion; and

(e) to the extent constituting Indebtedness, the Delayed Admin Claims on or after September 1, 2013.

10.2.9 Fundamental Changes.

(a) Merge, combine or consolidate with any Person, or liquidate or wind up or dissolve itself (or suffer any liquidation or dissolution), or sell, lease, assign, transfer or otherwise dispose of, all or substantially all of its Property, business or assets, whether in a single transaction or in a series of related transactions, except for (i) mergers or consolidations of a wholly-owned Subsidiary with another wholly-owned Subsidiary; provided that if any party to any such transaction is a Borrower, the surviving entity of such transaction shall be a Borrower; and if any party to any such transaction is an Obligor that is not a Borrower, the surviving entity of such transaction shall be an Obligor; (ii) mergers or consolidations of a wholly-owned Subsidiary into a Borrower; (iii) sales, leases, transfers or other dispositions by a Subsidiary (the “Transferring Subsidiary”) of any or all of its assets (upon voluntary liquidation, winding up or dissolution (which shall be permitted so long as such Subsidiary’s assets are disposed of in accordance with this **clause (iii)**) or otherwise) to any other Subsidiary; provided that if such Transferring Subsidiary is an Obligor that is not a Borrower, such sale, lease, transfer or disposition shall be to an Obligor and if such Transferring Subsidiary is a Subsidiary of a Borrower, such sale, lease, transfer or disposition shall be to such Borrower; and (iv) Permitted Acquisitions.

(b) Solely in the case of an Obligor, change its name or conduct business under any fictitious name; change its tax, charter or other organizational identification number; change its form or state of organization, except in each case under this **clause (b)** if (I) such Obligor shall have given Agent ten (10) Business Days prior written notice thereof and (II) Agent shall have taken all steps reasonably deemed necessary by Agent to maintain the validity, enforceability, perfection and priority of Agent's security interest in the Collateral of such Obligor, and Obligor shall have executed and delivered such documents, instruments and agreements requested by Agent in connection therewith.

10.2.10 Subsidiaries. Form or acquire any Subsidiary after the Closing Date, except in accordance with **Sections 10.1.14, 10.2.5 and 10.2.9**; or permit any existing Subsidiary to issue any additional Equity Interests except directors' qualifying shares.

10.2.11 Organic Documents. Amend, modify or otherwise change any of its Organic Documents, except (i) in connection with a transaction permitted under **Section 10.2.9** or (ii) changes that do not affect in any adverse way such Obligor's or Subsidiary's rights and obligations to enter into and perform the Loan Documents to which it is a party or to pay all of the Obligations, that do not affect or impair the perfection, priority or enforceability of any Liens granted by such Obligor or such Subsidiary pursuant to any Loan Documents, and that could not reasonably be expected to have a Material Adverse Effect.

10.2.12 Tax Consolidation. File or consent to the filing of any consolidated income tax return with any Person other than Company and Subsidiaries.

10.2.13 Accounting Changes. Make any material change in accounting treatment or reporting practices, except as required by GAAP and in accordance with **Section 1.2**; or change its Fiscal Year.

10.2.14 Restrictive Agreements. Become a party to any Restrictive Agreement, except a Restrictive Agreement (a) in effect on the Closing Date; (b) relating to secured Indebtedness permitted hereunder, as long as the restrictions apply only to collateral for such Indebtedness; (c) constituting customary restrictions on assignment in leases and other contracts; or (d) the Term Loan Documents (together with any refinancings, renewals, replacements or extensions thereof; provided that the Refinancing Conditions are satisfied and the restrictions contained in the Refinancing Debt are no more restrictive than those contained in the agreements governing the Indebtedness being refinanced).

10.2.15 Hedging Agreements. Enter into any Hedging Agreement, except to hedge risks arising in the Ordinary Course of Business and not for speculative purposes.

10.2.16 Conduct of Business. Engage in any business, other than its business as conducted on the Closing Date and any activities incidental thereto.

10.2.17 Affiliate Transactions. Enter into or be party to any transaction with an Affiliate, except (a) transactions expressly permitted by the Loan Documents; (b) payment of reasonable compensation to officers and employees for services actually rendered, and payment of customary directors' fees and indemnities; (c) transactions solely among Obligors; (d) transactions with Affiliates consummated prior to the Closing Date, as shown on **Schedule 10.2.17**; (e) transactions with Affiliates in the Ordinary Course of Business, upon fair and reasonable terms fully disclosed to Agent and no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate; or (f) any transaction with a value (or series of related transactions with an aggregate value) of less than \$1,000,000.

10.2.18 Plans. Become party to any Multiemployer Plan or Foreign Plan, other than any in existence on the Closing Date or establish any defined benefit plan.

10.2.19 Amendments to Debt.

(a) Amend, supplement or otherwise modify any document, instrument or agreement relating to any Subordinated Debt, if such modification (i) increases the principal balance of such Indebtedness, or increases any required payment of principal or interest; (ii) accelerates the date on which any installment of principal or any interest is due, or adds any additional redemption, put or prepayment provisions; (iii) shortens the final maturity date or otherwise accelerates amortization; (iv) increases the interest rate; (v) increases or adds any fees or charges; (vi) modifies any covenant in a manner or adds any representation, covenant or default that is more onerous or restrictive in any material respect for any Borrower or Subsidiary, or that is otherwise materially adverse to any Borrower, any Subsidiary or Lenders; or (vii) results in the Obligations not constituting “Designated Senior Indebtedness” or “Senior Debt” (or any other defined term having a similar purpose) under, and as defined in, any indenture or other agreement related to such Subordinated Debt, or otherwise not being fully benefited by the subordination provisions thereof.

(b) Amend, supplement or otherwise modify the Term Loan Documents or Term Loan Facility, if such modification (i) shortens the final maturity or decreases the weighted average life; (ii) increases any applicable interest rate margins by more than 3.00% per annum (exclusive, for the avoidance of doubt, of (x) customary arranger fees, upfront fees and “fees to market” and (y) increases in connection with the imposition of a default rate of interest in accordance with the terms of the Term Loan Documents, the application of pricing grid or the incurrence of incremental loans (as in effect on the date hereof or as permitted to be amended hereby) but inclusive of the effect of any LIBOR floor); or (iii) is prohibited by the Intercreditor Agreement.

(c) Amend, supplement or otherwise modify any document, instrument or agreement relating to the Specified Unsecured Prepetition Debt, if such modification (i) provides for any mandatory prepayments (other than in connection with a change of control or to the extent required under Section V.I of the Plan of Reorganization) or requires any cash interest to be paid, in each case, prior to September 30, 2014 or (ii) shortens the final maturity or decreases the weighted average life thereof.

10.2.20 Term Priority Collateral Account. Deposit any proceeds of ABL Priority Collateral in the Term Priority Collateral Account or deposit any proceeds of Term Priority Collateral in any Deposit Account other than the Term Priority Collateral Account.

10.3 Financial Covenant. As long as any Commitments or Obligations are outstanding, Borrowers shall maintain a Fixed Charge Coverage Ratio of at least 1.00 to 1.00 for each period of each period of twelve consecutive calendar months while a Covenant Trigger Period is in effect, commencing with the most recent period for which financial statements were, or were required to be, delivered hereunder prior to the commencement of the Covenant Trigger Period.

SECTION 11. EVENTS OF DEFAULT; REMEDIES ON DEFAULT

11.1 Events of Default. Each of the following shall be an “Event of Default” if it occurs for any reason whatsoever, whether voluntary or involuntary, by operation of law or otherwise:

(a) Any Borrower fails to pay its Obligations when due (whether at stated maturity, on demand, upon acceleration or otherwise);

(b) Any representation, warranty or other written statement of an Obligor made in connection with any Loan Documents or transactions contemplated thereby is incorrect or misleading in any material respect when given;

(c) An Obligor breaches or fail to perform any covenant contained in **Section 8.1, 8.2.4, 8.2.5, 8.5, 8.6.2, 10.1.1, 10.1.2, 10.2** or **10.3**;

(d) An Obligor breaches or fails to perform any other covenant contained in any Loan Documents, and such breach or failure is not cured within 30 days (except that the cure period for any breach under **Section 10.1.16** shall be only five (5) Business Days) after a Senior Officer of such Obligor has knowledge thereof or receives written notice thereof from Agent, whichever is sooner; provided, however, that such notice and opportunity to cure shall not apply if the breach or failure to perform is not capable of being cured within such period or is a willful breach by an Obligor;

(e) A Guarantor repudiates, revokes or attempts to revoke its Guaranty; an Obligor or third party denies or contests the validity or enforceability of any Loan Documents or Obligations, or the perfection or priority of any Lien granted to Agent; or any Loan Document ceases to be in full force or effect for any reason (other than a waiver or release by Agent and Lenders);

(f) Any breach or default of an Obligor occurs under (i) any Hedging Agreement with a net amount payable in excess of \$2,500,000; (ii) any instrument or agreement to which it is a party or by which it or any of its Properties is bound, relating to any Indebtedness (other than the Obligations) in excess of \$2,500,000, if the maturity of or any payment with respect to such Indebtedness may be accelerated or demanded due to such breach, in the case of clause (i) and (ii) after giving effect to any applicable grace periods; or (iii) any "Event of Default" under and as defined in the Term Loan Facility or any refinancing thereof;

(g) Any judgment or order for the payment of money is entered against an Obligor in an amount that exceeds, individually or cumulatively with all unsatisfied judgments or orders against all Obligors, \$5,000,000 (net of insurance coverage therefor that has not been denied by the insurer), unless a stay of enforcement of such judgment or order is in effect, by reason of a pending appeal or otherwise;

(h) A loss, theft, damage or destruction occurs with respect to any ABL Priority Collateral if the amount not covered by insurance exceeds \$2,500,000;

(i) An Obligor is enjoined, restrained or in any way prevented by any Governmental Authority from conducting any material part of its business; an Obligor suffers the loss, revocation or termination of any material license, permit, lease or agreement necessary to its business; there is a cessation of any material part of an Obligor's business for a material period of time; any material Collateral or Property of an Obligor is taken or impaired through condemnation; an Obligor agrees to or commences any liquidation, dissolution or winding up of its affairs except as expressly permitted by **Section 10.2.9**;

(j) An Insolvency Proceeding is commenced by an Obligor; an Obligor makes an offer of settlement, extension or composition to its unsecured creditors generally; a trustee is appointed to take possession of any substantial Property of or to operate any of the business of an Obligor; or an Insolvency Proceeding is commenced against an Obligor and: such Obligor consents to institution of the proceeding, the petition commencing the proceeding is not timely contested by such Obligor, the petition is not dismissed within 30 days after filing, or an order for relief is entered in the proceeding;

(k) (A) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan; (B) an Obligor or ERISA Affiliate fails to pay when due any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan; or (C) any event similar to the foregoing occurs or exists with respect to a Foreign Plan, that in each of **clauses (A) through (C)**, has resulted or would reasonably be expected to result in a Material Adverse Effect;

(l) The Third Lien Subordination Agreement ceases to be in full force or effect for any reason unless as a result of the payment in full of the Junior Obligations (as defined therein) has occurred; or

(m) A Change of Control occurs.

11.2 Remedies upon Default. If an Event of Default described in **Section 11.1(j)** occurs with respect to any Borrower, then to the extent permitted by Applicable Law, all Obligations (other than Secured Bank Product Obligations) shall become automatically due and payable and all Commitments shall terminate, without any action by Agent or notice of any kind. In addition, or if any other Event of Default exists, Agent may in its discretion (and shall upon written direction of Required Lenders) do any one or more of the following from time to time:

(a) declare any Obligations (other than Secured Bank Product Obligations) immediately due and payable, whereupon they shall be due and payable without diligence, presentment, demand, protest or notice of any kind, all of which are hereby waived by Borrowers to the fullest extent permitted by law;

(b) terminate, reduce or condition any Commitment, or make any adjustment to the Borrowing Base;

(c) require Obligors to Cash Collateralize their LC Obligations, Secured Bank Product Obligations and other Obligations that are contingent or not yet due and payable, and, if Obligors fail promptly to deposit such Cash Collateral, Agent may (and shall upon the direction of Required Lenders) advance the required Cash Collateral as Loans (whether or not an Overadvance exists or is created thereby, or the conditions in **Section 6** are satisfied); and

(d) exercise any other rights or remedies afforded under any agreement, by law, at equity or otherwise, including the rights and remedies of a secured party under the UCC. Such rights and remedies include the rights to (i) take possession of any Collateral; (ii) require Borrowers to assemble Collateral, at Borrowers' expense, and make it available to Agent at a place designated by Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by a Borrower, Borrowers agree not to charge for such storage); and (iv) sell or otherwise dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Applicable Law, in lots or in bulk, at such locations, all as Agent, in its discretion, deems advisable. Each Borrower agrees that 10 days' notice of any proposed sale or other disposition of Collateral by Agent shall be reasonable and that any sale conducted on the internet or to a licensor of Intellectual Property shall be commercially reasonable. Agent may conduct sales on any Obligor's premises, without charge, and any sale may be adjourned from time to time in accordance with Applicable Law. Agent shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may credit bid and set off the amount of such price against the Obligations.

11.3 License. For purpose of enabling Agent to exercise rights and remedies under this Agreement and the other Loan Documents at such time as Agent shall lawfully be entitled to exercise such rights and remedies, each Obligor hereby grants to Agent an irrevocable, non-exclusive license, sub-license or other right to use, license or sub-license and otherwise exploit (without payment of royalty or other compensation to any Person) any or all Intellectual Property owned by Borrowers; provided, however, that such license (i) shall be subject to those exclusive licenses granted by Borrowers in effect on the date hereof and those granted by any Borrower hereafter, to the extent conflicting, (ii) may be exercised, at the option of Agent, only upon the occurrence and during the continuation of an Event of Default, provided, further, that any license, sublicense or other transaction entered into by Agent in accordance herewith shall be binding upon Borrowers notwithstanding any subsequent cure of an Event of Default and (iii) shall apply to the use of the trademarks or service marks in connection with goods and services of similar type and quality to those theretofore sold by such Borrower under such trademark or service mark. The foregoing license or sublicense shall include access to all media in which any of the

licensed or sublicensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof, subject to and solely to the extent permitted by any existing licenses or agreements relating thereto.

11.4 Setoff. At any time during an Event of Default, Agent, Issuing Bank, Lenders, and any of their Affiliates are authorized, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Agent, Issuing Bank, such Lender or such Affiliate to or for the credit or the account of an Obligor against its Obligations, whether or not Agent, Issuing Bank, such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of Agent, Issuing Bank, such Lender or such Affiliate different from the branch or office holding such deposit or obligated on such indebtedness. The rights of Agent, Issuing Bank, each Lender and each such Affiliate under this **Section 11.4** are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

11.5 Remedies Cumulative; No Waiver.

11.5.1 Cumulative Rights. All agreements, warranties, guaranties, indemnities and other undertakings of Obligors under the Loan Documents are cumulative and not in derogation of each other. The rights and remedies of Agent and Lenders under the Loan Documents are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise. All such rights and remedies shall continue in full force and effect until Full Payment of all Obligations.

11.5.2 Waivers. No waiver or course of dealing shall be established by (a) the failure or delay of Agent or any Lender to require strict performance by any Obligor under any Loan Document, or to exercise any rights or remedies with respect to Collateral or otherwise; (b) the making of any Loan or issuance of any Letter of Credit during a Default, Event of Default or other failure to satisfy any conditions precedent; or (c) acceptance by Agent or any Lender of any payment or performance by an Obligor under any Loan Documents in a manner other than that specified therein. Any failure to satisfy a financial covenant on a measurement date shall not be cured or remedied by satisfaction of such covenant on a subsequent date.

SECTION 12. AGENT

12.1 Appointment, Authority and Duties of Agent.

12.1.1 Appointment and Authority. Each Secured Party appoints and designates Bank of America as Agent under all Loan Documents. Agent may, and each Secured Party authorizes Agent to, enter into all Loan Documents to which Agent is intended to be a party and accept all Security Documents. Any action taken by Agent in accordance with the provisions of the Loan Documents, and the exercise by Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Secured Parties. Without limiting the generality of the foregoing, Agent shall have the sole and exclusive authority to (a) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection with the Loan Documents; (b) execute and deliver as Agent each Loan Document, including the Intercreditor Agreement and any other intercreditor or subordination agreement, and accept delivery of each Loan Document; (c) act as collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (d) manage, supervise or otherwise deal with Collateral; and (e) take any Enforcement Action or otherwise exercise any rights or remedies with respect to any Collateral or under any Loan Documents, Applicable Law or otherwise. Agent alone shall be authorized to determine eligibility and applicable advance rates under the Borrowing Base, whether to

impose or release any reserve, or whether any conditions to funding or issuance of a Letter of Credit have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate Agent from liability to any Secured Party or other Person for any error in judgment.

12.1.2 Duties. The title of "Agent" is used solely as a matter of market custom and the duties of Agent are administrative in nature only. Agent has no duties except those expressly set forth in the Loan Documents, and in no event does Agent have any agency, fiduciary or implied duty to or relationship with any Secured Party or other Person by reason of any Loan Document or related transaction. The conferral upon Agent of any right shall not imply a duty to exercise such right, unless instructed to do so by Lenders in accordance with this Agreement.

12.1.3 Agent Professionals. Agent may perform its duties through agents and employees. Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

12.1.4 Instructions of Required Lenders. The rights and remedies conferred upon Agent under the Loan Documents may be exercised without the necessity of joining any other party, unless required by Applicable Law. In determining compliance with a condition for any action hereunder, including satisfaction of any condition in **Section 6**, Agent may presume that the condition is satisfactory to a Secured Party unless Agent has received notice to the contrary from such Secured Party before Agent takes the action. Agent may request instructions from Required Lenders or other Secured Parties with respect to any act (including the failure to act) in connection with any Loan Documents or Collateral, and may seek assurances to its satisfaction from Secured Parties of their indemnification obligations against Claims that could be incurred by Agent. Agent may refrain from any act until it has received such instructions or assurances, and shall not incur liability to any Person by reason of so refraining. Instructions of Required Lenders shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against Agent as a result of Agent acting or refraining from acting pursuant to instructions of Required Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the extent provided in **Section 14.1.1**. In no event shall Agent be required to take any action that it determines in its discretion is contrary to Applicable Law or any Loan Documents or could subject any Agent Indemnitee to liability.

12.2 Agreements Regarding Collateral and Borrower Materials.

12.2.1 Lien Releases; Care of Collateral. Secured Parties authorize Agent to release any Lien with respect to any Collateral (a) upon Full Payment of the Obligations; (b) that is the subject of a disposition or Lien that Borrowers certify in writing is a Permitted Asset Disposition or Permitted Lien entitled to priority over Agent's Liens (and Agent may rely conclusively on any such certificate without further inquiry); (c) that does not constitute a material part of the Collateral; or (d) subject to **Section 14.1**, with the consent of Required Lenders. Secured Parties authorize Agent to subordinate its Liens to any Purchase Money Lien or other Lien entitled to priority hereunder. Agent has no obligation to assure that any Collateral exists or is owned by an Obligor, or is cared for, protected or insured, nor to assure that Agent's Liens have been properly created, perfected or enforced, or are entitled to any particular priority, nor to exercise any duty of care with respect to any Collateral.

12.2.2 Possession of Collateral. Agent and Secured Parties appoint each Lender as agent (for the benefit of Secured Parties) for the purpose of perfecting Liens in any Collateral held or controlled by such Lender, to the extent such Liens are perfected by possession or control. If any Lender obtains possession or control of any Collateral, it shall notify Agent thereof and, promptly upon Agent's request, deliver such Collateral to Agent or otherwise deal with it in accordance with Agent's instructions.

12.2.3 **Reports.** Agent shall promptly provide to Lenders, when complete, any field examination, audit or appraisal report prepared for Agent with respect to any Obligor or Collateral (“**Report**”). Reports and other Borrower Materials may be made available to Lenders by providing access to them on the Platform, but Agent shall not be responsible for system failures or access issues that may occur from time to time. Each Lender agrees (a) that Reports are not intended to be comprehensive audits or examinations, and that Agent or any other Person performing an audit or examination will inspect only limited information and will rely significantly upon Borrowers’ books, records and representations; (b) that Agent makes no representation or warranty as to the accuracy or completeness of any Borrower Materials and shall not be liable for any information contained in or omitted from any Borrower Materials, including any Report; and (c) to keep all Borrower Materials confidential and strictly for such Lender’s internal use, not to distribute any Report or other Borrower Materials (or the contents thereof) to any Person (except to such Lender’s Participants, attorneys and accountants), and to use all Borrower Materials solely for administration of the Obligations. Each Lender shall indemnify and hold harmless Agent and any other Person preparing a Report from any action such Lender may take as a result of or any conclusion it may draw from any Borrower Materials, as well as from any Claims arising as a direct or indirect result of Agent furnishing same to such Lender, via the Platform or otherwise.

12.3 Reliance By Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any certification, notice or other communication (including those by telephone, telex, telegram, telecopy or e-mail) believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. Agent shall have a reasonable and practicable amount of time to act upon any instruction, notice or other communication under any Loan Document, and shall not be liable for any delay in acting.

12.4 Action Upon Default. Agent shall not be deemed to have knowledge of any Default or Event of Default, or of any failure to satisfy any conditions in **Section 6**, unless it has received written notice from a Borrower or Required Lenders specifying the occurrence and nature thereof. If any Lender acquires knowledge of a Default, Event of Default or failure of such conditions, it shall promptly notify Agent and the other Lenders thereof in writing. Each Secured Party agrees that, except as otherwise provided in any Loan Documents or with the written consent of Agent and Required Lenders, it will not take any Enforcement Action, accelerate Obligations (other than Secured Bank Product Obligations) or assert any rights relating to any Collateral.

12.5 Ratable Sharing. If any Lender obtains any payment or reduction of any Obligation, whether through set-off or otherwise, in excess of its ratable share of such Obligation, such Lender shall forthwith purchase from Secured Parties participations in the affected Obligation as are necessary to share the excess payment or reduction on a Pro Rata basis or in accordance with **Section 5.5.2**, as applicable. If any of such payment or reduction is thereafter recovered from the purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the full amount thereof to Agent for application under **Section 4.2.2** and it shall provide a written statement to Agent describing the Obligation affected by such payment or reduction. No Lender shall set off against a Dominion Account without Agent’s prior consent.

12.6 Indemnification. EACH SECURED PARTY SHALL INDEMNIFY AND HOLD HARMLESS AGENT INDEMNITEES AND ISSUING BANK INDEMNITEES, TO THE EXTENT NOT REIMBURSED BY OBLIGORS, ON A PRO RATA BASIS, AGAINST ALL CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEE; PROVIDED THAT ANY CLAIM AGAINST AN AGENT INDEMNITEE RELATES TO OR ARISES FROM ITS ACTING AS OR FOR AGENT (IN THE CAPACITY OF AGENT); PROVIDED FURTHER THAT NO SECURED PARTY SHALL HAVE ANY OBLIGATION TO INDEMNIFY ANY AGENT INDEMNITEE OR ISSUING BANK INDEMNITEE HEREUNDER TO THE EXTENT THAT SUCH CLAIM IS DETERMINED IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION

TO RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH AGENT INDEMNITEE OR ISSUING BANK INDEMNITEE. In Agent's discretion, it may reserve for any Claims made against an Agent Indemnitee or Issuing Bank Indemnitee, and may satisfy any judgment, order or settlement relating thereto, from proceeds of Collateral prior to making any distribution of Collateral proceeds to Secured Parties. If Agent is sued by any receiver, trustee or other Person for any alleged preference or fraudulent transfer, then any monies paid by Agent in settlement or satisfaction of such proceeding, together with all interest, costs and expenses (including attorneys' fees) incurred in the defense of same, shall be promptly reimbursed to Agent by each Secured Party to the extent of its Pro Rata share.

12.7 Limitation on Responsibilities of Agent. Agent shall not be liable to any Secured Party for any action taken or omitted to be taken under the Loan Documents, except for losses directly and solely caused by Agent's gross negligence or willful misconduct. Agent does not assume any responsibility for any failure or delay in performance or any breach by any Obligor, Lender or other Secured Party of any obligations under the Loan Documents. Agent does not make any express or implied representation, warranty or guarantee to Secured Parties with respect to any Obligations, Collateral, Liens, Loan Documents or Obligor. No Agent Indemnitee shall be responsible to Secured Parties for any recitals, statements, information, representations or warranties contained in any Loan Documents or Borrower Materials; the execution, validity, genuineness, effectiveness or enforceability of any Loan Documents; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor or Account Debtor. No Agent Indemnitee shall have any obligation to any Secured Party to ascertain or inquire into the existence of any Default or Event of Default, the observance by any Obligor of any terms of the Loan Documents, or the satisfaction of any conditions precedent contained in any Loan Documents.

12.8 Successor Agent and Co-Agents.

12.8.1 Resignation; Successor Agent. Agent may resign at any time by giving at least 30 days written notice thereof to Lenders and Borrowers. Required Lenders may appoint a successor to replace the resigning Agent, which successor shall be (a) a Lender or an Affiliate of a Lender; or (b) a financial institution reasonably acceptable to Required Lenders and (provided no Default or Event of Default exists) Borrowers. If no successor agent is appointed prior to the effective date of Agent's resignation, then Agent may appoint a successor agent that is a financial institution acceptable to it (which shall be a Lender unless no Lender accepts the role) or in the absence of such appointment, Required Lenders shall on such date assume all rights and duties of Agent hereunder. Upon acceptance by any successor Agent of its appointment hereunder, such successor Agent shall thereupon succeed to and become vested with all the powers and duties of the retiring Agent without further act. On the effective date of its resignation, the retiring Agent shall be discharged from its duties and obligations hereunder but shall continue to have all rights and protections under the Loan Documents with respect to actions taken or omitted to be taken by it while Agent, including the indemnification set forth in **Sections 12.6** and **14.2**, and all rights and protections under this **Section 12**. Any successor to Bank of America by merger or acquisition of stock or this loan shall continue to be Agent hereunder without further act on the part of any Secured Party or Obligor.

12.8.2 Co-Collateral Agent. If appropriate under Applicable Law, Agent may appoint a Person to serve as a co-collateral agent or separate collateral agent under any Loan Document. Each right, remedy and protection intended to be available to Agent under the Loan Documents shall also be vested in such agent. Secured Parties shall execute and deliver any instrument or agreement that Agent may request to effect such appointment. If any such agent shall die, dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of the agent, to the extent permitted by Applicable Law, shall vest in and be exercised by Agent until appointment of a new agent.

12.9 Due Diligence and Non-Reliance. Each Lender acknowledges and agrees that it has, independently and without reliance upon Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Obligor and its own decision to enter into this Agreement and to fund Loans and participate in LC Obligations hereunder. Each Secured Party has made such inquiries as it feels necessary concerning the Loan Documents, Collateral and Obligors. Each Secured Party acknowledges and agrees that the other Secured Parties have made no representations or warranties concerning any Obligor, any Collateral or the legality, validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Secured Party will, independently and without reliance upon any other Secured Party, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Loans and participating in LC Obligations, and in taking or refraining from any action under any Loan Documents. Except for notices, reports and other information expressly requested by a Lender, Agent shall have no duty or responsibility to provide any Secured Party with any notices, reports or certificates furnished to Agent by any Obligor or any credit or other information concerning the affairs, financial condition, business or Properties of any Obligor (or any of its Affiliates) which may come into possession of Agent or its Affiliates.

12.10 Remittance of Payments and Collections.

12.10.1 Remittances Generally. All payments by any Lender to Agent shall be made by the time and on the day set forth in this Agreement, in immediately available funds. If no time for payment is specified or if payment is due on demand by Agent and request for payment is made by Agent by 1:00 p.m. on a Business Day, payment shall be made by Lender not later than 3:00 p.m. on such day, and if request is made after 1:00 p.m., then payment shall be made by 11:00 a.m. on the next Business Day. Payment by Agent to any Secured Party shall be made by wire transfer, in the type of funds received by Agent. Any such payment shall be subject to Agent's right of offset for any amounts due from such payee under the Loan Documents.

12.10.2 Failure to Pay. If any Secured Party fails to pay any amount when due by it to Agent pursuant to the terms hereof, such amount shall bear interest, from the due date until paid in full, at the rate determined by Agent as customary for interbank compensation for two Business Days and thereafter at the Default Rate for Base Rate Loans. In no event shall Borrowers be entitled to receive credit for any interest paid by a Secured Party to Agent, nor shall any Defaulting Lender be entitled to interest on any amounts held by Agent pursuant to **Section 4.2**.

12.10.3 Recovery of Payments. If Agent pays an amount to a Secured Party in the expectation that a related payment will be received by Agent from an Obligor and such related payment is not received, then Agent may recover such amount from the Secured Party. If Agent determines that an amount received by it must be returned or paid to an Obligor or other Person pursuant to Applicable Law or otherwise, then Agent shall not be required to distribute such amount to any Secured Party. If any amounts received and applied by Agent to Obligations held by a Secured Party are later required to be returned by Agent pursuant to Applicable Law, such Secured Party shall pay to Agent, on demand, its share of the amounts required to be returned.

12.11 Individual Capacities. As a Lender, Bank of America shall have the same rights and remedies under the Loan Documents as any other Lender, and the terms "Lenders," "Required Lenders" or any similar term shall include Bank of America in its capacity as a Lender. Agent, Lenders and their Affiliates may accept deposits from, lend money to, provide Bank Products to, act as financial or other advisor to, and generally engage in any kind of business with, Obligors and their Affiliates, as if they were not Agent or Lenders hereunder, without any duty to account therefor to any Secured Party. In their individual capacities, Agent, Lenders and their Affiliates may receive information regarding Obligors, their Affiliates and their Account Debtors (including information subject to confidentiality obligations), and shall have no obligation to provide such information to any Secured Party.

12.12 Titles. Each Lender, other than Bank of America, that is designated (on the cover page of this Agreement or otherwise) by Bank of America as an “Arranger,” “Bookrunner” or “Agent” of any type shall have no right, power or duty under any Loan Documents other than those applicable to all Lenders, and shall in no event have any fiduciary duty to any Secured Party.

12.13 Bank Product Providers. Each Secured Bank Product Provider, by delivery of a notice to Agent of a Bank Product, agrees to be bound by the Loan Documents, including **Sections 5.5, 14.3.3 and 12**. Each Secured Bank Product Provider shall indemnify and hold harmless Agent Indemnitees, to the extent not reimbursed by Obligors, against all Claims that may be incurred by or asserted against any Agent Indemnitee in connection with such provider’s Secured Bank Product Obligations.

12.14 No Third Party Beneficiaries. This **Section 12** is an agreement solely among Secured Parties and Agent, and shall survive Full Payment of the Obligations. This **Section 12** does not confer any rights or benefits upon Borrowers or any other Person. As between Borrowers and Agent, any action that Agent may take under any Loan Documents or with respect to any Obligations shall be conclusively presumed to have been authorized and directed by Secured Parties.

12.15 Intercreditor Agreement. Each Lender hereunder (a) consents to the subordination of Liens provided for in the Intercreditor Agreement; (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement; (c) authorizes and instructs Agent to enter into the Intercreditor Agreement as ABL Agent on behalf of such holder of “ABL Obligations” (as defined therein); and (d) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Lender. Each Lender hereby acknowledges that it has received and reviewed the Intercreditor Agreement.

SECTION 13. BENEFIT OF AGREEMENT; ASSIGNMENTS

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent, Lenders, Secured Parties, and their respective successors and assigns, except that (a) no Borrower shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with **Section 13.3**. Agent may treat the Person which made any Loan as the owner thereof for all purposes until such Person makes an assignment in accordance with **Section 13.3**. Any authorization or consent of a Lender shall be conclusive and binding on any subsequent transferee or assignee of such Lender.

13.2 Participations.

13.2.1 **Permitted Participants; Effect.** Subject to **Section 13.3.3**, any Lender may, sell to a financial institution (“Participant”) a participating interest in the rights and obligations of such Lender under any Loan Documents. Despite any sale by a Lender of participating interests to a Participant, such Lender’s obligations under the Loan Documents shall remain unchanged, it shall remain solely responsible to the other parties hereto for performance of such obligations, it shall remain the holder of its Loans and Commitments for all purposes, all amounts payable by Borrowers shall be determined as if it had not sold such participating interests, and Borrowers and Agent shall continue to deal solely and directly with such Lender in connection with the Loan Documents. Each Lender shall be solely responsible for notifying its Participants of any matters under the Loan Documents, and Agent and the other Lenders shall not have any obligation or liability to any such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of **Section 5.8** unless Borrowers agree otherwise in writing.

13.2.2 **Voting Rights.** Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, waiver or other modification of a Loan Document other than that which forgives principal, interest or fees, reduces the stated interest rate or fees payable with respect

to any Loan or Commitment in which such Participant has an interest, postpones the Commitment Termination Date or any date fixed for any regularly scheduled payment of principal, interest or fees on such Loan or Commitment, or releases any Borrower, Guarantor or substantially all Collateral.

13.2.3 Participant Register. Each Lender that sells a participation shall, acting solely for this purpose as an agent of Borrowers, maintain a register in which it enters the Participant's name, address and interest in Commitments, Loans (and stated interest) and LC Obligations. Entries in the register shall be conclusive, absent manifest error, and such Lender shall treat each Person recorded in the register as the owner of the participation for all purposes, notwithstanding any notice to the contrary. No Lender shall have an obligation to disclose any information in such register except to the extent necessary to establish that a Participant's interest is in registered form under the Code.

13.2.4 Benefit of Setoff. Borrowers agree that each Participant shall have a right of set-off in respect of its participating interest to the same extent as if such interest were owing directly to a Lender, and each Lender shall also retain the right of set-off with respect to any participating interests sold by it. By exercising any right of set-off, a Participant agrees to share with Lenders all amounts received through its set-off, in accordance with **Section 12.5** as if such Participant were a Lender.

13.3 Assignments

13.3.1 Permitted Assignments. A Lender may assign to an Eligible Assignee any of its rights and obligations under the Loan Documents, as long as (a) each assignment is of a constant, and not a varying, percentage of the transferor Lender's rights and obligations under the Loan Documents and, in the case of a partial assignment, is in a minimum principal amount of \$5,000,000 (unless otherwise agreed by Agent in its discretion) and integral multiples of \$1,000,000 in excess of that amount; (b) except in the case of an assignment in whole of a Lender's rights and obligations, the aggregate amount of the Commitments retained by the transferor Lender is at least \$5,000,000 (unless otherwise agreed by Agent in its discretion); and (c) the parties to each such assignment shall execute and deliver to Agent, for its acceptance and recording, an Assignment and Acceptance. Nothing herein shall limit the right of a Lender to pledge or assign any rights under the Loan Documents to secure obligations of such Lender, including a pledge or assignment to a Federal Reserve Bank; provided, however, that no such pledge or assignment shall release the Lender from its obligations hereunder nor substitute the pledge or assignee for such Lender as a party hereto.

13.3.2 Effect; Effective Date. Upon delivery to Agent of an assignment notice in the form of **Exhibit B** and a processing fee of \$3,500 (unless otherwise agreed by Agent in its discretion), the assignment shall become effective as specified in the notice, if it complies with this **Section 13.3**. From such effective date, the Eligible Assignee shall for all purposes be a Lender under the Loan Documents, and shall have all rights and obligations of a Lender thereunder; provided, that such Eligible Assignee (for the avoidance of doubt, including any Eligible Assignee that is already a Lender hereunder at the time of assignment) shall not be entitled to receive any greater payment under **Section 5.8** than that which its assignor would have been entitled to receive had no such assignment occurred, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after such assignment. Upon consummation of an assignment, the transferor Lender, Agent and Borrowers shall make appropriate arrangements for issuance of replacement and/or new notes, if applicable. The transferee Lender shall comply with **Section 5.9** and deliver, upon request, an administrative questionnaire satisfactory to Agent.

13.3.3 Certain Assignees. No assignment or participation may be made to a Borrower, Affiliate of a Borrower, Defaulting Lender or natural person. Any assignment by a Defaulting Lender shall be effective only upon payment by the Eligible Assignee or Defaulting Lender to Agent of an aggregate amount sufficient, upon distribution (through direct payment, purchases of participations or other compensating actions as Agent deems appropriate), to satisfy all funding and payment liabilities

then owing by the Defaulting Lender hereunder. If an assignment by a Defaulting Lender shall become effective under Applicable Law for any reason without compliance with the foregoing sentence, then the assignee shall be deemed a Defaulting Lender for all purposes until such compliance occurs.

13.3.4 Register. Agent, acting solely for this purpose as an agent of Borrowers, shall maintain (a) a copy (or electronic equivalent) of each Assignment and Acceptance delivered to it, and (b) a register for recordation of the names, addresses and Commitments of, and the Loans, interest and LC Obligations owing to, each Lender. Entries in the register shall be conclusive, absent manifest error, and Borrowers, Agent and Lenders shall treat each Person recorded in such register as a Lender for all purposes under the Loan Documents, notwithstanding any notice to the contrary. Agent may choose to show only one Borrower as the borrower in the register, without any effect on the liability of any Obligor with respect to the Obligations. The register shall be available for inspection by Borrowers or any Lender (with respect to any such Lender's Loans), from time to time upon reasonable notice.

13.4 Replacement of Certain Lenders. If a Lender (a) within the last 120 days failed to give its consent to any amendment, waiver or action for which consent of all Lenders was required and Required Lenders consented, (b) is a Defaulting Lender, or (c) within the last 120 days gave a notice under **Section 3.5** or requested payment or compensation under **Section 3.7** or **5.8** (and has not designated a different Lending Office pursuant to **Section 3.8**), then Agent or Borrower Agent may, upon 10 days' notice to such Lender, require it to assign its rights and obligations under the Loan Documents to Eligible Assignee(s), pursuant to appropriate Assignment and Acceptance(s), within 20 days after the notice. Agent is irrevocably appointed as attorney-in-fact to execute any such Assignment and Acceptance if the Lender fails to execute it. Such Lender shall be entitled to receive, in cash, concurrently with such assignment, all amounts owed to it under the Loan Documents through the date of assignment.

SECTION 14. MISCELLANEOUS

14.1 Consents, Amendments and Waivers.

14.1.1 Amendment. No modification of any Loan Document, including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective without the prior written agreement of Agent (with the consent of Required Lenders) and each Obligor party to such Loan Document; provided, however, that

(a) without the prior written consent of Agent, no modification shall alter any provision in a Loan Document that relates to any rights, duties or discretion of Agent;

(b) without the prior written consent of Issuing Bank, no modification shall alter **Section 2.2** or any other provision in a Loan Document that relates to Letters of Credit or any rights, duties or discretion of Issuing Bank;

(c) without the prior written consent of each affected Lender, including a Defaulting Lender, no modification shall (i) increase the Commitment of such Lender; (ii) reduce the amount of, or waive or delay payment of, any principal, interest or fees payable to such Lender (except as provided in **Section 4.2**); (iii) extend the Revolver Termination Date; or (iv) amend this **clause (c)**;

(d) without the prior written consent of all Lenders (except any Defaulting Lender), no modification shall (i) alter **Section 5.5.2** or **14.1.1**; (ii) amend the definition of Applicable Margin (if the effect thereof is to lower the interest rate), Borrowing Base, Accounts Formula Amount, Credit Card Formula Amount, Inventory Formula Amount or Seasonal Formula Amount (or any defined term used in such definitions, if the effect of such amendment is to increase borrowing availability), Pro Rata or Required Lenders; (iii) release all or substantially all Collateral; (iv) except in connection with a merger, disposition or similar transaction expressly permitted hereby, release any Obligor from liability for any Obligations; or (v) waive any condition set forth in **Section 6.1**;

(e) without the prior written consent of each Lead Arranger, modify or amend the fee letter described in **clause (b)** of the definition of “Fee Letter”; and

(f) without the prior written consent of a Secured Bank Product Provider, no modification shall affect its relative payment priority under **Section 5.5.2**.

(g) Agent and Borrower Agent may amend any Loan Document (i) to correct administrative errors or omissions, or to effect administrative changes that are not adverse to any Lender, (ii) to correct, amend, cure any ambiguity, inconsistency, defect or correct any typographical error or other manifest error in this Agreement or any other Loan Document, (iii) to comply with local law or advice of local counsel in respect of a Security Document or (iv) to cause a Security Document to be consistent with this Agreement and other Loan Documents. Notwithstanding anything to the contrary contained herein, such amendment shall become effective without any further consent of any other party to such Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.

14.1.2 Limitations. The agreement of Borrowers shall not be required for any modification of a Loan Document that deals solely with the rights and duties of Lenders, Agent and/or Issuing Bank as among themselves. Only the consent of the parties to any agreement relating to fees or a Bank Product shall be required for modification of such agreement, and no Bank Product provider (in such capacity) shall have any right to consent to modification of any Loan Document other than its Bank Product agreement. Any waiver or consent granted by Agent or Lenders hereunder shall be effective only if in writing and only for the matter specified.

14.1.3 Payment for Consents. No Borrower will, directly or indirectly, pay any remuneration or other thing of value, whether by way of additional interest, fee or otherwise, to any Lender (in its capacity as a Lender hereunder) as consideration for agreement by such Lender with any modification of any Loan Documents, unless such remuneration or value is concurrently paid, on the same terms, on a Pro Rata basis to all Lenders providing their consent.

14.2 Indemnity. EACH BORROWER SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST ANY CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE, INCLUDING CLAIMS ASSERTED BY ANY OBLIGOR OR OTHER PERSON OR ARISING FROM THE NEGLIGENCE OF AN INDEMNITEE. In no event shall any party to a Loan Document have any obligation thereunder to indemnify or hold harmless an Indemnitee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct of such Indemnitee.

14.3 Notices and Communications.

14.3.1 Notice Address. Subject to **Section 4.1.4**, all notices and other communications by or to a party hereto shall be in writing and shall be given to any Borrower, at Borrower Agent’s address shown on the signature pages hereof, and to any other Person at its address shown on the signature pages hereof (or, in the case of a Person who becomes a Lender after the Closing Date, at the address shown on its Assignment and Acceptance), or at such other address as a party may hereafter specify by notice in accordance with this **Section 14.3**. Each communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Notwithstanding the foregoing, no notice to

Agent pursuant to **Section 2.1.4, 2.2, 3.1.2 or 4.1.1** shall be effective until actually received by the individual to whose attention at Agent such notice is required to be sent. Any written communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by Borrower Agent shall be deemed received by all Borrowers.

14.3.2 Electronic Communications; Voice Mail. Electronic mail and internet websites may be used only for routine communications, such as delivery of Borrower Materials, administrative matters, distribution of Loan Documents, and matters permitted under **Section 4.1.4**. Agent and Lenders make no assurances as to the privacy and security of electronic communications. Electronic and voice mail may not be used as effective notice under the Loan Documents.

14.3.3 Platform. Borrower Materials shall be delivered pursuant to procedures approved by Agent, including electronic delivery (if possible) upon request by Agent to an electronic system maintained by Agent ("Platform"). Borrowers shall notify Agent of each posting of Borrower Materials on the Platform and the materials shall be deemed received by Agent only upon its receipt of such notice. Borrower Materials and other information relating to this credit facility may be made available to Secured Parties on the Platform, and Obligors and Secured Parties acknowledge that "public" information is not segregated from material non-public information on the Platform. The Platform is provided "as is" and "as available." Agent does not warrant the accuracy or completeness of any information on the Platform nor the adequacy or functioning of the Platform, and expressly disclaims liability for any errors or omissions in the Borrower Materials or any issues involving the Platform. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY AGENT WITH RESPECT TO BORROWER MATERIALS OR THE PLATFORM. Secured Parties acknowledge that Borrower Materials may include material non-public information of Obligors and should not be made available to any personnel who do not wish to receive such information or who may be engaged in investment or other market-related activities with respect to any Obligor's securities. No Agent Indemnitee shall have any liability to Borrowers, Secured Parties or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) relating to use by any Person of the Platform or delivery of Borrower Materials and other information through the Platform or over the internet.

14.3.4 Non-Conforming Communications. Agent and Lenders may rely upon any communications purportedly given by or on behalf of any Borrower even if they were not made in a manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. Each Borrower shall indemnify and hold harmless each Indemnitee from any liabilities, losses, costs and expenses arising from any electronic or telephonic communication purportedly given by or on behalf of a Borrower.

14.4 Performance of Borrowers' Obligations. Agent may, in its discretion at any time and from time to time, at Borrowers' expense, pay any amount or do any act required of a Borrower under any Loan Documents or otherwise lawfully requested by Agent to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All payments, costs and expenses (including Extraordinary Expenses) of Agent under this **Section 14.4** shall be reimbursed to Agent by Borrowers, **on demand**, with interest from the date incurred until paid in full at the Default Rate applicable to Base Rate Loans. Any payment made or action taken by Agent under this **Section 14.4** shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

14.5 Credit Inquiries. Agent and Lenders may (but shall have no obligation) to respond to usual and customary credit inquiries from third parties concerning any Obligor or Subsidiary.

14.6 Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

14.7 Cumulative Effect; Conflict of Terms. The provisions of the Loan Documents are cumulative. The parties acknowledge that the Loan Documents may use several limitations or measurements to regulate similar matters, and they agree that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in another Loan Document, the provision herein shall govern and control.

14.8 Counterparts; Execution. Any Loan Document may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of any Loan Document by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

14.9 Entire Agreement. Time is of the essence with respect to all Loan Documents and Obligations. The Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter thereof.

14.10 Relationship with Lenders. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or commitments of any other Lender. Amounts payable hereunder to each Lender shall be a separate and independent debt. It shall not be necessary for Agent or any other Lender to be joined as an additional party in any proceeding for such purposes. Nothing in this Agreement and no action of Agent, Lenders or any other Secured Party pursuant to the Loan Documents or otherwise shall be deemed to constitute Agent and any Secured Party to be a partnership, joint venture or similar arrangement, nor to constitute control of any Obligor.

14.11 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by any Loan Document, Borrowers acknowledge and agree that (a)(i) this credit facility and any arranging or other services by Agent, any Lender, any of their Affiliates or any arranger are arm's-length commercial transactions between Borrowers and their Affiliates, on one hand, and Agent, any Lender, any of their Affiliates or any arranger, on the other hand; (ii) Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate; and (iii) Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by the Loan Documents; (b) each of Agent, Lenders, their Affiliates and any arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Borrowers, their Affiliates or any other Person, and has no obligation with respect to the transactions contemplated by the Loan Documents except as expressly set forth therein; and (c) Agent, Lenders, their Affiliates and any arranger may be engaged in a broad range of transactions that involve interests that differ from those of Borrowers and their Affiliates, and have no obligation to disclose any of such interests to Borrowers or their Affiliates. To the fullest extent permitted by Applicable Law, each Borrower hereby waives and releases any claims that it may have against Agent, Lenders, their Affiliates and any arranger with respect to any breach of agency or fiduciary duty in connection with any transaction contemplated by a Loan Document.

14.12 Confidentiality. Each of Agent, Lenders and Issuing Bank shall maintain the confidentiality of all Information (as defined below), except that Information may be disclosed (a) to its Affiliates, and to its and their partners, directors, officers, employees, agents, advisors and representatives (provided they are informed of the confidential nature of the Information and instructed to keep it confidential); (b) to the extent requested by any governmental, regulatory or self-regulatory authority purporting to have jurisdiction over it or its Affiliates; (c) to the extent required by Applicable Law or by any subpoena or other legal process; (d) to any other party hereto; (e) in connection with any action or proceeding relating to any Loan Documents or Obligations; (f) subject to an agreement containing provisions substantially the same as this **Section 14.12**, to any Transferee or any actual or prospective party (or its advisors) to any Bank Product or to any swap, derivative or other transaction under which payments are to be made by reference to an Obligor or Obligor's obligations; (g) with the consent of Borrower Agent; or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this **Section 14.12** or (ii) is available to Agent, any Lender, Issuing Bank or any of their Affiliates on a nonconfidential basis from a source other than Borrowers. Notwithstanding the foregoing, Agent and Lenders may publish or disseminate general information concerning this credit facility for league table, tombstone and advertising purposes, and may use Borrowers' logos, trademarks or product photographs in advertising materials. As used herein, "Information" means information received from an Obligor or Subsidiary relating to it or its business that is identified as confidential when delivered. A Person required to maintain the confidentiality of Information pursuant to this **Section 14.12** shall be deemed to have complied if it exercises a degree of care similar to that accorded its own confidential information. Each of Agent, Lenders and Issuing Bank acknowledges that (i) Information may include material non-public information; (ii) it has developed compliance procedures regarding the use of such information; and (iii) it will handle the material non-public information in accordance with Applicable Law.

14.13 GOVERNING LAW. UNLESS EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

14.14 Consent to Forum.

14.14.1 Forum. **EACH BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER NEW YORK, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 . A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by Applicable Law.**

14.14.2 Other Jurisdictions. Nothing herein shall limit the right of Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

14.15 Waivers by Borrowers. To the fullest extent permitted by Applicable Law, each Borrower waives (a) the right to trial by jury (which Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which a Borrower may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Agent, Issuing Bank or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Borrower acknowledges that the foregoing waivers are a material inducement to Agent, Issuing Bank and Lenders entering into this Agreement and that they are relying upon the foregoing in their dealings with Borrowers. Each Borrower has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

14.16 Patriot Act Notice. Agent and Lenders hereby notify Borrowers that pursuant to the Patriot Act, Agent and Lenders are required to obtain, verify and record information that identifies each Borrower, including its legal name, address, tax ID number and other information that will allow Agent and Lenders to identify it in accordance with the Patriot Act. Agent and Lenders will also require information regarding each personal guarantor, if any, and may require information regarding Borrowers' management and owners, such as legal name, address, social security number and date of birth. Borrowers shall, promptly upon request, provide all documentation and other information as Agent, Issuing Bank or any Lender may request from time to time in order to comply with any obligations under any "know your customer," anti-money laundering or other requirements of Applicable Law.

14.17 NO ORAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

14.18 Intercreditor Agreement Governs . As between Agent and the Secured Parties on the one hand and the agent and lenders under the Term Loan Facility on the other hand, in the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement with respect to the Collateral, the provisions of the Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth above.

BORROWERS:

SCHOOL SPECIALTY, INC.

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President & Chief Executive Officer
Address: W6316 Design Drive
Greenville, WI 54942
Attn: Michael P. Lavelle
Telecopy: 920-882-5863

CLASSROOMDIRECT.COM, LLC

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President
Address: W6316 Design Drive
Greenville, WI 54942
Attn: Michael P. Lavelle
Telecopy: 920-882-5863

SPORTIME, LLC

By: /s/ Michael P. Lavelle
Name: Michael P. Lavelle
Title: President
Address: W6316 Design Drive
Greenville, WI 54942
Attn: Michael P. Lavelle
Telecopy: 920-882-5863

[Signature Page to ABL Loan Agreement]

DELTA EDUCATION, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

Address: W6316 Design Drive

Greenville, WI 54942

Attn: Michael P. Lavelle

Telecopy: 920-882-5863

PREMIER AGENDAS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

Address: W6316 Design Drive

Greenville, WI 54942

Attn: Michael P. Lavelle

Telecopy: 920-882-5863

CHILDCRAFT EDUCATION CORP.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

Address: W6316 Design Drive

Greenville, WI 54942

Attn: Michael P. Lavelle

Telecopy: 920-882-5863

[Signature Page to ABL Loan Agreement]

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

Address: W6316 Design Drive

Greenville, WI 54942

Attn: Michael P. Lavelle

Telecopy: 920-882-5863

CALIFONE INTERNATIONAL, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

Address: 1145 Arroyo Ave

San Fernando CA 91340

Attn: Michael P. Lavelle

Telecopy: 920-882-5863

[Signature Page to ABL Loan Agreement]

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent and Lender

By: /s/ Jason Riley
Name: Jason Riley
Title: SVP
Address: 135 S LaSalle St. Suite 925
Mail Code: IL4-135-09-43
Chicago, IL
Attn: Jason Riley
Telecopy: 312-453-3265

AGENT AND LENDERS:

SunTrust Bank
as a Lender

By: /s/ Tighe A. Ittner
Name: Tighe A. Ittner
Title: Director

AGENT AND LENDERS:

Bank of Montreal
as a Lender

By: /s/ Craig Thistlethwaite
Name: Craig Thistlethwaite
Title: Director

[Signature Page to ABL Loan Agreement]

Schedules to Credit Agreement (ABL)

**Schedule 1.1(a)
Commitments of Lenders**

<u>Lender</u>	<u>Commitment</u>
Bank of America, N.A.	\$ 75,000,000.00
SunTrust Bank	\$ 50,000,000.00
Bank of Montreal	\$ 50,000,000.00

Schedule 1.1(b)
Excluded Subsidiaries

1. Premier School Agendas, Ltd.
2. Select Agendas, Corp.
3. Sax Arts & Crafts, Inc.
4. Frey Scientific, Inc.

Schedule 1.1(c)
Specified Asset Dispositions

1. Disposition of the EPS Literacy and Intervention business line of the Accelerated Learning Group segment (which may include the ThinkMath! product line).
2. Disposition of the Premier Agendas student planner business line of the Accelerated Learning Group segment.
3. Disposition of the business line of the Accelerated Learning Group segment, including brands such as FOSS (Full Option Science System), Frey Scientific, Delta Science Modules, Delta Education, CPO Science, Neo/SCI and ThinkMath!.

Schedule 1.1(d)
Subsidiary Guarantors

None.

Schedule 1.1(e)
Delayed Admin Claims

Paul, Weiss, Rifkind, Wharton & Garrison LLP	\$ 5,000,000
Godfrey & Kahn S.C.	\$ 585,367
Young Conaway Stargatt & Taylor, LLP	\$ 750,000
Perella Weinberg Partners	\$2,551,070
Stroock & Stroock & Lavan LLP	\$ 1,000,000

Schedule 8.5
Deposit Accounts and Securities Accounts

US Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Exempted from DACA requirement?</u>
School Specialty, Inc.	Operating	JPMorgan Chase	No
School Specialty, Inc.	SFD Credit Cards	JPMorgan Chase	Yes
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	Yes
Bird-In-Hand Woodworks, Inc.	Disbursement	JPMorgan Chase	Yes
School Specialty, Inc.	Disbursement-Payroll	JPMorgan Chase	Yes
Califone International, Inc.	Disbursement-Payables	JPMorgan Chase	Yes
School Specialty, Inc.	Disbursement-PPO	JPMorgan Chase	Yes
School Specialty, Inc.	Flex Spending	JPMorgan Chase	Yes
School Specialty, Inc. (d/b/a SPARK)	Working Fund	JPMorgan Chase	Yes
Califone International, Inc.	Credit Card Depository	JPMorgan Chase	No
Delta Education, LLC	Credit Card Depository	JPMorgan Chase	No
School Specialty, Inc. (d/b/a Educational Publishing Service)	Credit Card Depository	JPMorgan Chase	No
School Specialty, Inc. (d/b/a Educational Publishing Service)	Disbursement-Payables	JPMorgan Chase	Yes
School Specialty, Inc.	Concentration	JPMorgan Chase	No
School Specialty, Inc. (EPS)	Lockbox	JPMorgan Chase	No

School Specialty, Inc.	Lockbox	JPMorgan Chase	No
School Specialty, Inc.	Lockbox	JPMorgan Chase	No
Califone International, Inc.	Lockbox	JPMorgan Chase	No
School Specialty, Inc.	Disbursement-Payables	JPMorgan Chase	Yes
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	No
School Specialty, Inc.	E-Tail Depository Account	JPMorgan Chase	No
Premier Agendas, Inc.	Depository	JPMorgan Chase	No
Califone International, Inc.	Depository	Wells Fargo Bank	No
School Specialty, Inc.	Depository-TL Collateral	JPMorgan Chase	No (with Term Loan Agent as first lien agent).
School Specialty, Inc.	Concentration	JPMorgan Chase	No
School Specialty, Inc.	Depository-LC Collateral	Comerica	Yes
School Specialty, Inc.	Depository-LC Collateral	JPMorgan Chase	Yes
School Specialty, Inc.	Depository-LC Collateral	Bank of America	Yes
School Specialty, Inc.	Depository-Bayside Escrow	U.S. Bank	Yes
School Specialty, Inc.	Depository-Fee Claims	JPMorgan Chase	Yes

Canadian Accounts

<u>Owner</u>	<u>Type of Account</u>	<u>Bank</u>	<u>Exempted from DACA requirement?</u>
School Specialty, Inc.	Lockbox and Disbursements	JPMorgan Chase	Yes
School Specialty, Inc.	Credit Card Depository	JPMorgan Chase	Yes
School Specialty, Inc.	Operating Account	JPMorgan Chase	Yes

Schedule 8.6.1
Business Locations

Owned Real Property:

Record Owner
School Specialty, Inc.

Address
3525 S. Ninth Street
Salina, KS 67401

Leased Property:

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
100 Paragon Parkway, Mansfield, OH 44903
625 Mount Auburn Street, Cambridge, MA 02138
80 Northwest Boulevard, Nashua, NH 03063
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Avenue, San Fernando, CA 91340
1845 North Airport Road, Fremont, NE 68026
2000 Kentucky Street, Bellingham, WA 98226
400 Sequoia Drive, Bellingham, WA 98226
438 Camino Del Rio South, San Diego, CA 92108
109 W. Commercial Street, East Rochester, NY 14445
2007 – 2019 Iowa Street, Bellingham, WA 98226
220 E. Berg Street, Salina, KS 67401
140 Marble Drive, Lancaster, PA 17601
2915 Countryside Drive, Norcross, GA 30071
722/845 Specialists Avenue, Neenah, WI 54956
1000 Stricker Road, Mount Joy, PA 17552
222 Tappan Drive, Mansfield, OH 44906

Chief Executive Offices and Locations of Books and Records:

<u>Name</u>	<u>Chief Executive Office and Location of Books and Records</u>
1. School Specialty, Inc.	W6316 Design Drive Greenville, WI 54942
2. Califone International, Inc.	1145 Arroyo Avenue San Fernando, CA 91340
3. Childcraft Education Corp.	W6316 Design Drive Greenville, WI 54942
4. ClassroomDirect.com, LLC	W6316 Design Drive Greenville, WI 54942
5. Delta Education, LLC	W6316 Design Drive Greenville, WI 54942
6. Premier Agendas, Inc.	W6316 Design Drive Greenville, WI 54942
7. Sportime, LLC	W6316 Design Drive Greenville, WI 54942
8. Bird-In-Hand Woodworks, Inc.	W6316 Design Drive Greenville, WI 54942

Locations of Inventory and Equipment:

3825 S Willow Avenue, Fresno, CA 93722
W6316 Design Drive, Greenville, WI 54942
100 Paragon Parkway, Mansfield, OH 44903
80 Northwest Boulevard, Nashua, NH 03063
3525 South Ninth Street, Salina, KS 67401
3031 Industry Drive, Lancaster, PA 17603
1145 Arroyo Ave, San Fernando, CA
1845 N. Airport, Fremont, NE 68026
2000 Kentucky St., Bellingham, WA 98226
2007—2019 Iowa Street, Bellingham, WA 98226
400 Sequoia Drive, Suite 200, Bellingham, WA 98226
625 Mount Auburn St., Cambridge, MA (no inventory at this location)
438 Camino Del Rio South, San Diego, CA 92108
220 E. Berg Street, Salina, KS 67401
140 Marble Drive, Lancaster, PA 17601
2915 Countryside Drive, Norcross, GA 30071 (no inventory at this location)
2300 Brown Avenue, Waseca, MN 56093
7490 Golden Triangle Drive, Eden Prairie, MN 55344
4500 Robards Lane, Louisville, KY 40218
100 Industrial Dr., Random Lake, WI 53075
9001 Wyoming Ave. North, Brooklyn Park, MN 55445

Bailee Locations:

<u>Bailee</u>	<u>Address of Bailee</u>
MWD Logistics	222 Tappan Drive, Mansfield, OH 44906
Maple Logistics Solutions	1000 Stricker Road, Mount Joy, PA 17552
Warehouse Specialists	722/845 Specialists Ave., Neenah, WI 54956
Archway NM	1600 First Street NW, Albuquerque, NM 87102
Archway Southwest	600 Freeport Parkway, Coppell, TX 75019
Educators Book Depository of AR	6700 Sloane Drive, Little Rock, AR 72206
Florida School Book Depository	1125 North Ellis Road, Jacksonville, FL 32254
Mountain State Schoolbook Depository	PO Box 160250, Clearfield, UT 84016
Northwest Textbook Depository	PO Box 5608, Portland, OR 97228
Archway Oklahoma	5600 SW 36th Street, Oklahoma City, OK 73179
Professional Book Distributors	1650 Bluegrass Lakes Parkway, Alpharetta, GA 30004
RL Bryan Company	301 Greystone Boulevard, Columbia, SC 29210
School Book Supply Co of LA	2630 Daisy Avenue, PO Box 2388, Baton Rouge, LA 70821
Tennessee Book Company	1550 Heil Quaker Boulevard, LaVergne, TN 37086
The James & Law Company	217 West Main Street, Clarksburg, WV 26302
Smart Warehousing	9850 Industrial Boulevard, Lexena, KS 66215
Farmington Public Schools	32789 West Ten Mile Road, Farmington, MI 48336
Royal Seating Corporation	1110 Industrial Blvd., Cameron, TX 76520
Royal Seating Corporation	V-Building, 600 South Rusk, Cameron, TX 76520

Royal Seating Corporation	W-Building, 409 South Karnes, Cameron, TX 76520
Royal Seating Corporation	X-Building, 1050 Dossett Street, Cameron, TX 76520
Royal Seating Corporation	Y-1 & Y-2-Buildings, 919 Dossett Street, Cameron, TX 76520
Royal Seating Corporation	YO-Building, 659 South Bowie Ave., Cameron, TX 76520
Royal Seating Corporation	Z-Building, 620 South Bowie Ave., Cameron, TX 76520
Cargo Zone LLC	6200 North 16th Street, Omaha, NE 68110
Heuss Printing, Inc.	903 North 2nd Street, Ames, IA 50010
LewisColor	30 Joe Kennedy Blvd, Statesboro, GA 30458
Pioneer Graphics	PO Box 2516, Waterloo, IA 50704 316 W.5th Street, Waterloo, IA 50701
Premier Impressions	194 Woolverton Rd., Grimsby ON L3M 4E7 Canada
Premier Printing	One Beghin Ave, Winnipeg, MB R2J 3X5 Canada
PrintComm	2929 Davison Rd., Flint, MI 48506
Printing Enterprises	1411 First Avenue NW, New Brighton, MN 55112
Sentinel Printing	250 North Highway 10, St. Cloud, MN 56304
Spangler Graphics	2930 and 2950 South 44th Street, Kansas City, KS 66106
Walsworth Publishing Co	306 North Kansas Avenue, Marceline, MO 64658
TAYLOR TEXAS FACILITY	1103 NW Carlos Parker Blvd. Taylor, TX 76574
Taylor CPB Property LLC	3500 W 75th St, Suite 200, Prairie Creek, KS 66208

Pan Pacific Sourcing, LLC

CDS

Brown Printing

Carlson Print Group

Gateway Press

Times Printing

Unisource

School Book Supply of MS

Thompson School Book Depository

CPT Consolidation and Distribution

481 Great Plain Ave., Needham, MA 02492-3728

2661 S. Pacific Hwy., Medford, OR 97501

Dock #3, 2603 S. Pacific Hwy, Medford, OR 97501

2300 Brown Avenue, Waseca, MN 56093

7490 Golden Triangle Drive, Eden Prairie, MN 55344

4500 Robards Lane, Louisville, KY 40218

100 Industrial Dr., Random Lake, WI 53075

9001 Wyoming Ave. North, Brooklyn Park, MN 55445

4365 Avalon, PO Box 1059, Jackson, MS 39215

39 Northeast 24th St., PO Box 53158, Oklahoma City, OK 73105

406 Sterling Street, Camp Hill, PA 17011

**Schedule 9.1.4
Names and Capital Structure**

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Record Owner</u>	<u>Authorized</u>	<u>Issued and Outstanding</u>	<u>Percentage Owned</u>
1. School Specialty, Inc.	Delaware				
2. Califone International, Inc.	Delaware	School Specialty, Inc.	1,000	100	100%
3. Childcraft Education Corp.	New York	School Specialty, Inc.	3,000,000	1,000	100%
4. ClassroomDirect.com, LLC	Delaware	School Specialty, Inc.	N/A	1 member share	100%
5. Delta Education, LLC	Delaware	School Specialty, Inc.	N/A	100 member shares	100%
6. Frey Scientific, Inc.	Delaware	School Specialty, Inc.	3,000	100	100%
7. Premier Agendas, Inc.	Washington	School Specialty, Inc.	1,000,000	11,200	100%
8. Sax Arts & Crafts, Inc.	Delaware	School Specialty, Inc.	100	100	100%
9. Sportime, LLC	Delaware	School Specialty, Inc.	N/A	100 member shares	100%
10. Premier School Agendas Ltd.	Canada	School Specialty, Inc.	100	100	100%
11. Select Agendas, Corp.	Canada	School Specialty, Inc.	N/A	1,000	100%
12. Bird-In-Hand Woodworks, Inc.	New Jersey	Childcraft Education Corp.	2,500	5	100%

Schedule 9.1.14
Environmental Matters

None.

Schedule 9.1.15
Restrictive Agreements

None.

Schedule 9.1.16
Litigation

Litigation etc.:

None.

Commercial Tort Claims:

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

Schedule 9.1.18
Pension Plans

None.

**Schedule 9.1.20
Labor Contracts**

None.

Schedule 10.1.15
Post-Closing Matters

1. Within 20 days after the Closing Date, each Grantor (as defined in the Guarantee and Collateral Agreement) shall deliver to the Agent a Notice of Grant of Security Interest in Copyrights (as defined in the Guarantee and Collateral Agreement) in respect of all material Exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), the schedules thereto setting forth (a) the name and date of and the parties to such Exclusive Copyright Licenses, and (b) the titles, and to the extent referenced in such Exclusive Copyright Licenses, the United States Copyright registration numbers, of all works of authorship that are the subject of such Exclusive Copyright Licenses.
2. Within 5 Business Days (or such later date as the Agent may agree in its discretion) after the Closing Date, to the extent required by Section 8.5 of the Loan Agreement, each applicable Obligor shall deliver to the Agent Deposit Account Control Agreements in form and substance reasonably satisfactory to Agent.

Schedule 10.2.1
Existing Indebtedness

1. Capital Lease Obligations in respect of lease for the distribution center at 100 Paragon Parkway, Mansfield, OH 44903.
2. Indebtedness consisting of the "Covered Letters of Credit" as defined in that certain Standby Letter of Credit, dated as of June 11, 2013, issued by Bank of America in favor of Wells Fargo in an aggregate amount of \$5,199,700; provided, that such Covered Letters of Credit may not be renewed.

Schedule 10.2.2
Existing Liens

None.

Schedule 10.2.5
Existing Investments

1. 35% interest in Carson-Dellosa Publishing, LLC (joint venture).

Schedule 10.2.17
Existing Affiliate Transactions

1. Contract for Services, dated as of September 26, 2012, by and between School Specialty, Inc. and Premier School Agendas Ltd.

**EQUITY INTERESTS IN SUBSIDIARIES AND AFFILIATES
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)**

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Owner of Equity Interest</u>	<u>Percentage Owned</u>	<u>Number of Shares or Units</u>
1. Califone International, Inc.	Delaware	School Specialty, Inc.	100%	100
2. Childcraft Education Corp.	New York	School Specialty, Inc.	100%	1,000
3. ClassroomDirect.com, LLC	Delaware	School Specialty, Inc.	100%	1 member share
4. Delta Education, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
5. Frey Scientific, Inc.	Delaware	School Specialty, Inc.	100%	100
6. Premier Agendas, Inc.	Washington	School Specialty, Inc.	100%	11,200
7. Sax Arts & Crafts, Inc.	Delaware	School Specialty, Inc.	100%	100
8. Sportime, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
9. Premier School Agendas Ltd.	Canada	School Specialty, Inc.	100%	100
10. Select Agendas, Corp.	Canada	School Specialty, Inc.	100%	1,000
11. Bird-In-Hand Woodworks, Inc.	New Jersey	Childcraft Education Corp.	100%	5

INVESTMENT PROPERTY
(other than Equity Interests in Subsidiaries and Affiliates)
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)

PART 1 — Securities

None.

PART 2 — Securities Accounts

None.

MATERIAL COMMERCIAL TORT CLAIMS

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

\$145,000,000

CREDIT AGREEMENT

dated as of

June 11, 2013,

among

SCHOOL SPECIALTY, INC.,

as Borrower

THE LENDERS PARTY HERETO

and

CREDIT SUISSE AG,

as Administrative Agent and Collateral Agent

CREDIT SUISSE SECURITIES (USA) LLC

as Sole Bookrunner and Sole Lead Arranger

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CREDIT AGREEMENT dated as of June 11, 2013 (this “*Agreement*”), among SCHOOL SPECIALTY, INC., a Delaware corporation (the “*Borrower*”), the Lenders (such term and each other capitalized term used but not defined in these introductory statements having the meaning given it in Article I) and CREDIT SUISSE AG, as administrative agent (in such capacity, including any successor thereto, the “*Administrative Agent*”) and as collateral agent (in such capacity, including any successor thereto, the “*Collateral Agent*”) for the Lenders.

The Borrower and certain of its Subsidiaries are currently debtors in reorganization proceedings (the “*Bankruptcy Proceedings*”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

The Borrower filed an Amended Joint Plan of Reorganization on April 24, 2013 (the “*April 24 Plan*” and as the same may be amended, modified and supplemented, the “*Plan of Reorganization*”) with the Bankruptcy Court pursuant to which it expects to be reorganized and emerge from the Bankruptcy Proceedings. The Plan of Reorganization is described in, and included as an exhibit to, the Borrower’s Amended Disclosure Statement filed on April 24, 2013 (the “*Disclosure Statement*”).

The Borrower has requested that substantially concurrently with the consummation of the Plan of Reorganization, the Lenders extend credit in the form of Term Loans to the Borrower on the Closing Date, in an aggregate principal amount of \$145,000,000. In addition, the Borrower has also requested that certain other lenders extend credit to the Borrower and certain of its domestic subsidiaries in the form of the ABL Facility, in an aggregate principal amount outstanding not to exceed \$175,000,000 pursuant to the ABL Credit Agreement. The proceeds of the Term Loans, together with the proceeds of loans incurred under the ABL Credit Agreement, are to be used by the Borrower (a) in accordance with the Plan of Reorganization, which provides for, among other things, the (i) repayment in full of all obligations under the DIP ABL Credit Agreement and partial repayment of obligations under the DIP Term Credit Agreement, (ii) termination of any commitment to make extensions of credit under the Existing Credit Agreements, and (iii) release of all collateral securing the obligations under the Existing Credit Agreement, (b) to pay the Transaction Costs and (c) for other general corporate purposes.

The Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Defined Terms.* As used in this Agreement, the following terms shall have the meanings specified below:

“*ABL Administrative Agent*” means Bank of America, N.A., in its capacity as administrative agent and collateral agent under the ABL Facility Documentation, or any successor or assign, or any replacement administrative agent and collateral agent under the ABL Facility Documentation.

“*ABL Credit Agreement*” means that certain credit agreement dated as of the date hereof, among the Borrower, certain Subsidiaries of the Borrower party thereto, the lenders party thereto and the ABL Administrative Agent, as the same may be amended, restated, modified, supplemented, extended, renewed, refunded, replaced or refinanced from time to time in one or more agreements (in each case with the same or new lenders, institutional investors or agents), including any agreement extending the

maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder or increasing the amount loaned or issued thereunder or altering the maturity thereof, in each case as and to the extent permitted by the ABL Intercreditor Agreement.

“**ABL Facility**” means the asset-based revolving credit facility, including a letter of credit subfacility, under the ABL Credit Agreement.

“**ABL Facility Documentation**” means the ABL Credit Agreement and all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith.

“**ABL Intercreditor Agreement**” shall mean the intercreditor agreement dated as of the Closing Date among the Administrative Agent, the Collateral Agent, the ABL Administrative Agent and the Loan Parties, substantially in the form attached as Exhibit M, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance therewith and herewith.

“**ABR Loan**” or “**ABR Borrowing**” shall mean a Loan or a Borrowing consisting of Loans bearing interest at a rate determined by reference to the Alternate Base Rate.

“**Acquired Entity**” shall have the meaning assigned to such term in Section 6.04(g).

“**Additional Credit Extension Amendment**” shall mean an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any (a) Incremental Term Loan Commitments pursuant to Section 2.22 or (b) Extended Term Loans pursuant to Section 2.23, which shall be consistent with the applicable provisions of this Agreement and otherwise satisfactory to the parties thereto. Each Additional Credit Extension Amendment shall be executed by the Administrative Agent (for the amendments effected in such Additional Credit Extension Amendment), the Loan Parties and the other parties specified in the applicable Section of this Agreement (but not any other Lender). Any Additional Credit Extension Amendment may include conditions for delivery of opinions of counsel and other documentation consistent with the conditions in Section 4.01, all to the extent reasonably requested by the Administrative Agent or the other parties to such Additional Credit Extension Amendment.

“**Additional Lender**” shall mean, at any time, any Person that is not an existing Lender and that agrees to provide any portion of any Incremental Term Loans or Incremental Term Loan Commitments in accordance with Section 2.22 pursuant to an Additional Credit Extension Amendment; *provided* that such Additional Lender shall be an Eligible Assignee.

“**Adjusted LIBO Rate**” shall mean, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum equal to the product of (i) the LIBO Rate in effect for such Interest Period and (ii) Statutory Reserves; *provided* that, with respect to Term Loans, the Adjusted LIBO Rate shall not be less than 1.0% per annum. The Adjusted LIBO Rate will be adjusted automatically as to all Eurodollar Borrowings then outstanding as of the effective date of any change in the Statutory Reserves.

“**Administrative Agent**” shall have the meaning assigned to such term in the introductory statement to this Agreement.

“**Administrative Agent Fees**” shall have the meaning assigned to such term in Section 2.05(a).

“**Administrative Questionnaire**” shall mean an Administrative Questionnaire in the form of Exhibit A, or such other form as may be supplied from time to time by the Administrative Agent.

“**Affiliate**” shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; *provided* that, for purposes of Section 6.08 and Section 9.04(b)(iii), the term “**Affiliate**” shall also include any Person that directly or indirectly owns 5% or more of any class of Equity Interests of the Person specified or that is an officer or director of the Person specified.

“**Affiliate Subordination Agreement**” shall mean an Affiliate Subordination Agreement in the form of Exhibit B pursuant to which intercompany obligations and advances owed by any Loan Party are subordinated to the Obligations.

“**Affiliated Lender**” shall mean any Affiliate of the Borrower, other than the Borrower or any Subsidiary of the Borrower.

“**Affiliated Lender Group**” shall mean two or more Affiliated Lenders that are Affiliates of each other (other than by reason of being an Affiliate of the Borrower).

“**Agents**” shall have the meaning assigned to such term in Article VIII.

“**Aggregate Incremental Amount**” shall mean, at any time, the sum of the aggregate principal amount of Incremental Term Loans incurred at or prior to such time.

“**Agreement**” shall have the meaning assigned to such term in the introductory statement hereto.

“**Agreement Value**” shall mean, for each Hedging Agreement, on any date of determination, the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or the applicable Subsidiary would be required to pay if such Hedging Agreement was terminated on such date.

“**All-in Yield**” shall mean, as to any Indebtedness, the effective interest rate with respect thereto as reasonably determined by the Administrative Agent taking into account the interest rate, margin, original issue discount, upfront fees and eurodollar rate floor or base rate floor; *provided* that original issue discount and upfront fees shall be equated to interest rate assuming a four-year life to maturity of such Indebtedness (or, if less, the stated life to maturity at the time of the incurrence of such Indebtedness); *provided further* that “All-in Yield” shall not include arrangement, underwriting, structuring or similar fees paid to agents or arrangers or fees that are not paid ratably to the market with respect to such Indebtedness.

“**Alternate Base Rate**” shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1.00% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; *provided* that such rate shall not be less than 2.00%; *provided further* that for the purpose of clause (c), the Adjusted LIBO Rate for any day shall be based on the rate determined on such day at approximately 11 a.m. (London time) by reference to the British Bankers’ Association Interest Settlement Rates (or the successor thereto if the British Bankers’ Association is no longer making a LIBO Rate available) for deposits in Dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the British Bankers’ Association as an authorized vendor for the purpose of displaying such rates (or the successor

thereto if the British Bankers' Association is no longer making a LIBO Rate available)). If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, as the case may be.

"Anti-Terrorism Laws" shall have the meaning assigned to such term in Section 3.27.

"Applicable Margin" shall mean, for any day (a) with respect to any Eurodollar Term Loan, 8.50% per annum, and (b) with respect to any ABR Term Loan, 7.50% per annum.

"Approved Fund" shall mean, with respect to any Lender that is a fund or commingled investment vehicle that invests in bank loans, any other fund that invests in bank loans and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"April 24 Plan" shall have the meaning assigned to such term in the introductory statement to this Agreement.

"Arranger" shall mean Credit Suisse Securities (USA) LLC.

"Asset Sale" shall mean any Disposition by the Borrower or any Subsidiary pursuant to Sections 6.06(i), 6.06(n), 6.06(r), 6.06(s) and 6.06(t) (other than a Disposition generating Net Cash Proceeds of less than \$500,000).

"Asset Sale Proceeds Pledged Account" shall mean an account subject to a control agreement in favor of the Collateral Agent.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in the form of Exhibit C or such other form (including electronic documentation generated by MarkitClear or other electronic platform) as shall be approved by the Administrative Agent.

"Auction Procedures" shall mean the auction procedures with respect to Dutch Auctions set forth in Exhibit L hereto.

"Available Amount" shall mean, at the time any determination thereof is to be made, the greater of (x) \$0 and (y) the sum, without duplication, of (1) \$1 million *plus* (2) Cumulative Retained Excess Cash Flow, *plus*, (3) Cumulative Equity Issuances, *plus* (4) Declined Proceeds, in each case at such time and to the extent Not Otherwise Applied.

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Bankruptcy Court" shall have the meaning assigned to such term in the introductory statement to this Agreement.

“Bankruptcy Proceedings” shall have the meaning assigned to such term in the introductory statement to this Agreement.

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” shall have the meaning assigned to such term in the introductory statement to this Agreement.

“Borrower Materials” shall have the meaning assigned to such term in Section 9.01.

“Borrower Notice” shall have the meaning assigned to such term in the definition of Real Estate Collateral Requirements.

“Borrowing” shall mean Loans of the same Class and Type made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

“Borrowing Request” shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit D, or such other form as shall be approved by the Administrative Agent.

“Breakage Event” shall have the meaning assigned to such term in Section 2.16.

“Business Day” shall mean any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close; *provided that*, when used in connection with a Eurodollar Loan, the term **“Business Day”** shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market.

“Capital Expenditures” shall mean, for any period, (a) the additions to property, plant and equipment, capitalized investment and development costs, and other capital expenditures of the Borrower and its consolidated Subsidiaries that are (or should be) set forth in a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP and (b) Capital Lease Obligations incurred by the Borrower and its consolidated Subsidiaries during such period, but excluding in each case any such expenditure made to restore, replace or rebuild property to the condition of such property immediately prior to any damage, loss, destruction or condemnation of such property, to the extent such expenditure is made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any such damage, loss, destruction or condemnation.

“Capital Lease Obligations” of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Carson-Dellosa Drag-Along Sale” means a Disposition of the entirety of the Loan Parties’ Equity Interests in Carson-Dellosa Publishing, LLC, pursuant to the exercise by the CJE Members (as defined in the Operating Agreement of Carson-Dellosa Publishing, LLC) of their “drag-along rights” so as to require the Loan Parties to dispose of such Equity Interests in accordance with the terms of Section 11.6 of the Operating Agreement of Carson-Dellosa Publishing, LLC.

“**Cash Management Bank**” shall mean, with respect to any Cash Management Obligations, any Person that at the time such Cash Management Obligations were incurred was a Lender or an Affiliate of a Lender.

“**Cash Management Obligation**” shall mean obligations owed by any Loan Party or Subsidiary to any Cash Management Bank in respect of any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfer of funds or in respect of any credit card or similar services.

A “**Change in Control**” shall be deemed to have occurred if (a) any “*person*” or “*group*” (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the date hereof), other than the Permitted Investors, shall own, directly or indirectly, beneficially or of record, shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Borrower, (b) a majority of the seats (other than vacant seats) on the board of directors of the Borrower shall at any time be occupied by persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed by directors so nominated or (c) any change in control (or similar event, however denominated) with respect to the Borrower or any Subsidiary shall occur under and as defined in any indenture or agreement in respect of the ABL Facility Documentation and the Specified Unsecured Prepetition Debt.

“**Change in Law**” shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule or regulation, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule guideline or directive (whether or not having the force of law) of any Governmental Authority; *provided that*, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“**Charges**” shall have the meaning assigned to such term in Section 9.08.

“**Class**” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, is a Term Loan, Incremental Term Loan or Extended Term Loan and (b) any Commitment, refers to whether such Commitment is a Term Loan Commitment, Incremental Term Loan Commitment or a Commitment in respect of a Class of Loans to be made pursuant to an Extension Offer.

“**Closing Date**” shall mean June 11, 2013.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“**Collateral**” shall mean the “*Collateral*” as defined in any Security Document and shall include any Mortgaged Property.

“**Collateral Agent**” shall have the meaning assigned to such term in the introductory statements to this Agreement.

“**Commitment**” shall mean, with respect to any Lender, such Lender’s Term Loan Commitment.

“**Commodity Exchange Act**” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Communications**” shall have the meaning assigned to such term in Section 9.01.

“**Compliance Certificate**” shall mean a compliance certificate in the form of Exhibit E.

“**Confidential Information Memorandum**” shall mean the Confidential Information Memorandum of the Borrower dated May 2013.

“**Connection Income Taxes**” shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated EBITDA**” shall mean, with respect to the Borrower and its Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Borrower and its Subsidiaries for such period *plus* (a) the sum of (in each case without duplication and to the extent the respective amounts described in subclauses (i) through (x) of this clause (a) reduced such Consolidated Net Income (and were not excluded therefrom or added thereto) for the respective period for which Consolidated EBITDA is being determined):

(i) provision for Taxes based on income, profits or capital of the Borrower and its Subsidiaries for such period, including, without limitation, state, franchise and similar Taxes;

(ii) Consolidated Interest Expense (and to the extent not included in interest expense, (x) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock and (y) costs of surety bonds in connection with financing activities) of the Borrower and its Subsidiaries for such period;

(iii) depreciation and amortization expenses of the Borrower and its Subsidiaries for such period including the amortization of intangible assets, deferred financing fees and capitalized software expenditures and amortization of unrecognized prior service costs;

(iv) (A) non-recurring, unusual or extraordinary charges for such period, (B) business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges), and (C) cash expenses relating to earn outs and similar obligations; *provided* that the aggregate amount to be added back pursuant to this clause (iv) shall not exceed, (1) for the fiscal year ending April 26, 2014, \$7,000,000, (2) for the fiscal year ending April 25, 2015, 10% of Consolidated EBITDA (determined before giving effect to the addback in this clause (iv)) for such period plus any unused addback amount remaining from the prior fiscal year, and (3) for each fiscal year thereafter, 10% of Consolidated EBITDA (determined before giving effect to the addback in this clause (iv)) for such period;

(v) any other non-cash charges; *provided*, that for purposes of this subclause (v) of this clause (a), any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made (but excluding, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period);

(vi) any expenses or charges (other than depreciation or amortization expense as described in the preceding clause (iii)) related to any issuance of Equity Interests, investment, acquisition, disposition, recapitalization or the incurrence, modification or repayment of Indebtedness permitted to be incurred by the ABL Facility Documentation (including Permitted Refinancings thereof), whether or not successful, including (x) such fees, expenses or charges related to the Credit Facilities, the ABL Facility and the Specified Unsecured Prepetition Debt and (y) any amendment or other modification of the Obligations or other Indebtedness;

(vii) non-cash expenses in connection with expensing stock options or other equity compensation grants for such period;

(viii) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith and public company costs;

(ix) to the extent deducted from Consolidated Net Income for such period, (A) cash fees, costs, expenses, commissions and other cash charges paid on or before June 30, 2013 (or, September 15, 2013 in the case of the payment on any Delayed Admin Claims) in connection with the ABL Facility, the Credit Facilities, the Specified Unsecured Prepetition Debt, the Bankruptcy Proceedings, the Plan of Reorganization and the transactions contemplated by the foregoing, including in connection with the termination or settlement of executory contracts, professional and accounting fees, costs and expense, management incentive, employee retention or similar plans, and litigation and settlements (but excluding interest and fees accruing after the Closing Date hereunder); *provided* that the aggregate amount to be added back pursuant to this clause (ix)(A) for all such periods shall not exceed \$53,000,000 (*provided*, that to the extent such charges associated with this Agreement and the other Loan Documents or the ABL Facility are capitalized and recognized over the life of the Term Loans and the loans under the ABL Facility, respectively, then such amount shall be reduced to the extent of such capitalization) and (B) any make-whole payment required to be paid in connection with the make-whole litigation in the chapter 11 cases, in an aggregate amount to be added back to this clause (ix)(B) not to exceed \$25,000,000; and

(x) for the fiscal year ended April 26, 2014, solely in connection with the asset divestitures set forth on Schedule 1.01(d), business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges); *provided*, that with respect to each business optimization expense or other restructuring charge, a responsible officer of the Borrower shall have delivered to the Administrative Agent an officer's certificate specifying and quantifying such expense or charge; *provided further* that the aggregate amount to be added back pursuant to this clause (x) shall not exceed \$3,000,000;

minus (b) the sum of (without duplication) non-cash items increasing Consolidated Net Income of the Borrower and its Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced Consolidated EBITDA in any prior period (and was not added back pursuant to this definition)), *minus* (c) non-recurring, unusual or extraordinary gains increasing Consolidated Net Income of the Borrower and its subsidiaries for such period to the extent non-recurring, unusual or extraordinary losses could be added back for such period, and *minus* (d) any cash payments made in respect of non-cash charges added back in a prior period. Consolidated EBITDA shall be deemed to be equal to (i) for the fiscal quarter ended July 28, 2012, \$38.8 million, (ii) for the fiscal quarter ended October 27, 2012, \$34.8 million, (iii) for the fiscal quarter ended January 26, 2013, -\$17.3 million, and (iv) for the fiscal quarter ended April 27, 2013, -\$9.1 million.

“Consolidated Interest Expense” shall mean, for any period, the sum of (a) the interest expense (including imputed interest expense in respect of Capital Lease Obligations and commitment fees, letter of credit fees and other fees incurred in connection with this Agreement) of the Borrower and the Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, *plus* (b) any interest accrued during such period in respect of Indebtedness of the Borrower or any Subsidiary that is required to be capitalized rather than included in consolidated interest expense for such period in accordance with GAAP *plus* (c) cash dividends on any series of preferred stock or Disqualified Stock. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by the Borrower or any Subsidiary with respect to interest rate Hedging Agreements. For purposes of determining the Interest Coverage Ratio for the period of four consecutive quarters ended July 27, 2013, October 26, 2013 and January 25, 2014, Consolidated Interest Expense shall be deemed to be equal to (a) the Consolidated Interest Expense for the fiscal quarter ended July 27, 2013, multiplied by 4, (b) the Consolidated Interest Expense for the two consecutive fiscal quarters ended October 26, 2013, multiplied by 2 and (c) the Consolidated Interest Expense for the three consecutive fiscal quarters ended January 25, 2014, multiplied by 4/3, respectively.

“Consolidated Net Income” shall mean, with respect to the Borrower and its Subsidiaries on a consolidated basis for any period, net income for such period but excluding net income (or loss) attributable to the equity method of accounting unless such net income has been distributed by way of an ordinary dividend in cash to the Borrower or any Subsidiary.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“Controlling”** and **“Controlled”** shall have meanings correlative thereto.

“Credit Facilities” shall mean the term loan facilities provided for by this Agreement.

“Cumulative Equity Issuances” shall mean, on any date of determination, 100% of the aggregate net cash proceeds from capital contributions or any other issuance or sale after the Closing Date of Qualified Capital Stock of the Borrower.

“Cumulative Retained Excess Cash Flow” shall mean, on any date of determination, the excess of (a) the cumulative amount of Excess Cash Flow for each full fiscal year of the Borrower ended on or prior to such date, commencing with the fiscal year ending on April 26, 2014, minus (b) the portion of such Excess Cash Flow which was required to be applied to prepay Term Loans pursuant to Section 2.13(c) (without giving effect to clause (y) thereof).

“Current Asset Collateral” means all the “ABL Priority Collateral” as defined in the ABL Intercreditor Agreement.

“Current Assets” shall mean, at any time, the consolidated current assets (other than cash and Permitted Investments) of the Borrower and the Subsidiaries at such time.

“Current Liabilities” shall mean, at any time, (a) the consolidated current liabilities of the Borrower and the Subsidiaries at such time, but excluding, without duplication, the current portion of any long-term Indebtedness and (b) revolving loans, swingline loans and letter of credit obligations under the ABL Facility or any other revolving credit facility.

“Debtor Relief Laws” shall mean the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Declined Proceeds” shall have the meaning specified in Section 2.13(g).

“Default” shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

“Delayed Admin Claims” shall mean those Allowed Administrative Claims (as defined in the Plan of Reorganization) whose holders have agreed to delay payment to no earlier than August 31, 2013.

“Disclosure Statement” shall have the meaning assigned to such term in the introductory statement to this Agreement.

“Disposition” shall mean, with respect to any Person, (a) the sale, transfer, license, lease or other disposition (by way of merger, casualty, condemnation or otherwise) of any property or asset of such Person (including, without limitation, any sale and leaseback transaction and the sale of any Equity Interest owned by such Person) to any other Person and (b) the issuance of Equity Interests by a subsidiary of such Person to any other Person.

“Disqualified Stock” shall mean any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Latest Maturity Date in effect at the time such Equity Interest is issued or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above, in each case at any time prior to the first anniversary of the Latest Maturity Date in effect at the time such Equity Interest is issued.

“**Dollars**” or “**\$**” shall mean lawful money of the United States of America.

“**Domestic Subsidiaries**” shall mean all Subsidiaries other than Foreign Subsidiaries.

“**Dutch Auction**” shall mean an auction conducted by the Borrower or any Subsidiary in order to purchase Term Loans as contemplated by Section 9.04(h) in accordance with the Auction Procedures.

“**ECF Percentage**” shall mean, with respect to any fiscal year of the Borrower, if the Net Total Leverage Ratio as of the end of such fiscal year is (x) greater than 3.00:1.00, 50%, (y) equal to or less than 3.00:1.00 but greater than 2.00:1.00, 25% and (z) equal to or less than 2.00:1.00, 0%.

“**Eligible Assignee**” shall mean any Person that meets the requirements to be an assignee under Section 9.04(b)(iii).

“**Engagement Letter**” shall mean the Engagement Letter, dated April 29, 2013, between the Borrower and the Arranger, as amended from time to time.

“**Environmental Laws**” shall mean all former, current and future federal, state, local, supranational, and foreign laws (including statutory and common law), treaties, regulations, rules, ordinances, codes, decrees, injunctions, judgments, governmental restrictions or requirements, directives, orders (including consent orders), permits, and agreements in each case, relating to the indoor or outdoor environment, natural resources, human health and safety (as it relates to exposure to hazardous materials) or the presence, Release of or exposure to pollutants, contaminants, wastes, chemicals or otherwise hazardous materials, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling, disposal or handling of, or the arrangement for such activities, with respect to any pollutants, contaminants, wastes, chemicals or otherwise hazardous materials.

“**Environmental Liability**” shall mean all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, indemnities, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether known or unknown, actual or potential, vested or unvested, or contingent or otherwise, arising out of or relating to (a) any Environmental Law, (b) the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling, disposal or handling of, or the arrangement for such activities, with respect to any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence or Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“**Equity Interests**” shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

“**Equity Issuance**” shall mean any issuance or sale by the Borrower or any Subsidiary of any Equity Interests of the Borrower or any such Subsidiary, as applicable, except in each case for (a) any issuance or sale to the Borrower or any Subsidiary, (b) any issuance of directors’ qualifying shares, and (c) sales or issuances of common stock of the Borrower to management or employees of the Borrower or any Subsidiary under any employee stock option or stock purchase plan or employee benefit plan in existence from time to time and (d) sales or issuances of Equity Interests of the Borrower to any Permitted Investor.

“**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

“**ERISA Affiliate**” shall mean any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code, or solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code. For the avoidance of doubt, when any provision of this Agreement relates to a past event or period of time, the term “ERISA Affiliate” includes any person who was, as to the time of such past event or period of time, an “ERISA Affiliate” within the meaning of the preceding sentence.

“**ERISA Event**” shall mean (a) any “*reportable event*,” as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) the requirements of Section 4043(b) of ERISA apply with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan, (c) a determination that any Plan is or is reasonably expected to be in “*at risk*” status (within the meaning of Section 430 of the Code or Section 303 of ERISA), (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA (other than non-delinquent premiums payable to the PBGC under Sections 4006 and 4007 of ERISA), (f) the termination, or the filing of a notice of intent to terminate, any Plan pursuant to Section 4041(c) of ERISA, (g) the receipt by the Borrower or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (h) the cessation of operations at a facility of the Borrower or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA, (i) conditions contained in Section 303(k)(1)(A) of ERISA for imposition of a lien shall have been met with respect to any Plan, (j) the receipt by the Borrower or any of its ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Borrower or any of its ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, “*insolvent*” (within the meaning of Section 4245 of ERISA), in “*reorganization*” (within the meaning of Section 4241 of ERISA), or in “*endangered*” or “*critical*” status (within the meaning of Section 432 of the Code or Section 304 of ERISA), (k) the occurrence of a non-exempt “*prohibited transaction*” with respect to which the Borrower or any of the Subsidiaries is a “*disqualified person*” (within the meaning of Section 4975 of the Code) or a “*party in interest*” (within the meaning of Section 406 of ERISA) or with respect to which the Borrower, any such Subsidiary or their respective ERISA Affiliates could otherwise be liable, or (l) any other event or condition with respect to a Plan or Multiemployer Plan that could result in liability of the Borrower or any Subsidiary.

“**Eurodollar Loan**” or “**Eurodollar Borrowing**” shall mean a Loan or a Borrowing consisting of Loans bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“**Events of Default**” shall have the meaning assigned to such term in Section 7.01.

“**Evidence of Flood Insurance**” shall have the meaning assigned to such term in the definition of Real Estate Collateral Requirements.

“*Excess Cash Flow*” shall mean, for any fiscal year of the Borrower, the excess of (a) the sum, without duplication, of (i) Consolidated EBITDA for such fiscal year and (ii) the decrease, if any, in Current Assets minus Current Liabilities from the beginning to the end of such fiscal year over (b) the sum, without duplication, of

(i) the amount of any Taxes payable in cash by the Borrower and the Subsidiaries with respect to such fiscal year;

(ii) Consolidated Interest Expense for such fiscal year paid in cash;

(iii) Capital Expenditures, made in cash in accordance with Section 6.11 during such fiscal year, except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated EBITDA;

(iv) permanent repayments or prepayments of Indebtedness (other than prepayments of Loans under Section 2.12 or Section 2.13), including any premium, make-whole or penalty payments related thereto, made in cash by the Borrower and the Subsidiaries during such fiscal year, but only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness;

(v) the amount by which Consolidated Net Income was increased to determine Consolidated EBITDA pursuant to clauses (iv), (vi), (ix) and (x) of the definition of “Consolidated EBITDA” to the extent representing a cash payment during such period;

(vi) cash used during such fiscal year to finance Permitted Acquisitions or other acquisitions permitted hereunder not constituting Permitted Acquisitions or (without duplication) to be used to finance Permitted Acquisitions or other acquisitions permitted hereunder not constituting Permitted Acquisitions for which a binding agreement was entered into during such fiscal year, in each case except to the extent financed (or proposed to be financed) with the proceeds of Indebtedness (other than ABL Facility loans), equity issuances, Asset Sale proceeds, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated EBITDA;

(vii) cash used to pay deferred acquisition consideration (including earn-outs), except to the extent such cash is from proceeds of Indebtedness (other than ABL Facility loans), equity issuances, Asset Sale proceeds, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated EBITDA;

(viii) cash expenditures during such period in respect of long-term liabilities other than Indebtedness, except to the extent financed (or proposed to be financed) with the proceeds of Indebtedness (other than ABL Facility loans), equity issuances, Asset Sale proceeds, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated EBITDA;

(ix) cash expenditures in respect of Hedge Agreements during such period to the extent not reflected in the computation of Consolidated EBITDA or Consolidated Interest Expense;

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- (x) cash expenditures during such period with respect to retention bonuses to the extent added back in calculating Consolidated EBITDA; and
 - (xi) the increase, if any, in Current Assets minus Current Liabilities from the beginning to the end of such fiscal year.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

“**Excluded Subsidiary**” shall mean Domestic Subsidiaries that are (i) subsidiaries of Foreign Subsidiaries, (ii) Immaterial Subsidiaries, (iii) prohibited by applicable law, rule or regulation from providing a Guarantee of the Credit Facilities or which Guarantee would require governmental (including regulatory) consent, approval, license or authorization (*provided* that this clause (iii) shall not apply if such consent, approval, license or authorization has been received, and *provided further* that the Borrower shall have used commercially reasonable efforts to obtain any such consent, approval, license or authorization required), (iv) not Wholly Owned by the Borrower or any of its Subsidiaries or (v) any Subsidiary that owns no material assets other than Equity Interests in one or more Foreign Subsidiaries.

“**Excluded Swap Obligations**” shall mean with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

“**Excluded Taxes**” shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.21(a)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.20, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.20(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

“**Executive Order**” shall have the meaning assigned to such term in Section 3.24.

“**Existing Credit Agreements**” shall mean (a) that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013, among the Borrower and certain of its subsidiaries party thereto, as borrowers, the lenders party thereto, as lenders, and Wells Fargo Capital Finance, LLC, as administrative

agent (the “**DIP ABL Credit Agreement**”) and (b) that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013, among the Borrower and certain of its subsidiaries party thereto, as borrowers, the guarantors party thereto, as guarantors, the lenders party thereto, as lenders, and U.S. Bank National Association, as administrative agent (the “**DIP Term Credit Agreement**”).

“**Extended Term Loans**” shall mean any Class of Term Loans the maturity of which shall have been extended pursuant to Section 2.23.

“**Extension**” shall have the meaning assigned to such term in Section 2.23(a).

“**Extension Offer**” shall have the meaning assigned to such term in Section 2.23(a).

“**FATCA**” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“**Federal Funds Effective Rate**” shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“**Fee Claims Account**” means (i) the account holding the Fee Claim Reserve Amount pursuant to Article III.B.2 of the Plan of Reorganization, and (ii) the account holding any Delayed Admin Claims that the Borrower may fund into such account (and which may be subject to an escrow agreement).

“**Fee Claim Reserve Amount**” shall have the meaning assigned to such term in the Plan of Reorganization.

“**Fee Letter**” shall mean the Fee Letter, dated April 29, 2013, between the Borrower and the Arranger, as amended from time to time.

“**Fees**” shall mean the Administrative Agent Fees.

“**Financial Covenants**” shall mean the covenants contained in Sections 6.12 and 6.13 of this Agreement.

“**Financial Officer**” of any Person shall mean the chief financial officer, principal accounting officer, treasurer or controller of such Person.

“**First Lien Debt**” means Total Debt that is secured by Liens that are not expressly subordinated to the Liens securing the Obligations pursuant to a customary intercreditor agreement; *provided* that debt under the ABL Facility shall be deemed to be First Lien Debt to the extent included in Total Debt.

“**Flood Laws**” shall have the meaning assigned to such term in the definition of Real Estate Collateral Requirements.

“**Foreign Lender**” shall mean (a) with respect to a Borrower that is a U.S. Person, a Lender that is not a U.S. Person and (b) with respect to a Borrower that is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

“**Foreign Subsidiary**” shall mean any Subsidiary that is a “controlled foreign corporation” within the meaning of Section 957 of the Code (and any subsidiary of such person).

“**GAAP**” shall mean United States generally accepted accounting principles applied on a basis consistent with the financial statements delivered pursuant to Section 4.01(n).

“**Governmental Authority**” shall mean any federal, state, local, supranational or foreign court or governmental agency, registry, authority, instrumentality or regulatory body.

“**Granting Lender**” shall have the meaning assigned to such term in Section 9.04(f).

“**Guarantee**” of or by any Person shall mean any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness or other obligation, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment of such Indebtedness or other obligation or (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation; *provided* that the term “**Guarantee**” shall not include endorsements for collection or deposit in the ordinary course of business.

“**Guarantee and Collateral Agreement**” shall mean the Guarantee and Collateral Agreement, in the form of Exhibit F, among the Borrower, the Subsidiaries party thereto and the Collateral Agent for the benefit of the Secured Parties.

“**Guarantors**” shall mean each Subsidiary listed on Schedule 1.01(a), and each other Subsidiary that is or becomes a party to the Guarantee and Collateral Agreement.

“**Hazardous Materials**” shall mean (a) any petroleum products, derivatives or byproducts and all other hydrocarbons, coal ash, radon gas, lead, asbestos and asbestos-containing materials, toxic mold, urea formaldehyde foam insulation, polychlorinated biphenyls, infectious or medical wastes and chlorofluorocarbons and all other ozone-depleting substances, (b) any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics or (c) any substance, waste or material that is prohibited, limited or regulated by or pursuant to or which can form the basis for liability under any Environmental Law.

“**Hedging Agreement**” shall mean any agreement with respect to any swap, forward, future or derivative transaction or option, cap or collar agreements or similar agreement involving, or settled by reference to, one or more interest or exchange rates, currencies or commodities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Immaterial Subsidiary” shall mean any Subsidiary that, together with its Subsidiaries, (a) did not, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), have assets with a value in excess of 2.5% of the consolidated total assets of the Borrower and its Subsidiary as of such day or, have revenues in excess of 2.5% of total revenues of the Borrower and the Subsidiaries on a consolidated basis for the four fiscal quarters then ended, and (b) taken together with all other Immaterial Subsidiaries did not, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), have assets with a value in excess of 5.0% of the consolidated total assets of the Borrower and its Subsidiary as of such day or, have revenues in excess of 5.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis for the four fiscal quarters then ended; *provided* that a Subsidiary satisfying the foregoing requirements shall only qualify as an Immaterial Subsidiary to the extent listed on Schedule 1.01(b) as of the Closing Date or subsequently designated by the Borrower as an Immaterial Subsidiary in writing to the Administrative Agent; *provided further* that the Borrower may at any time designate an Immaterial Subsidiary as no longer being a Material Subsidiary by notice in writing to the Administrative Agent, and such Subsidiary shall thereafter not be an Immaterial Subsidiary (unless subsequently designated as an Immaterial Subsidiary as contemplated hereby).

“Incremental Cap” shall mean, at any time, \$25,000,000.

“Incremental Pro Forma Basis” shall mean, with respect to any financial ratio test hereunder, that compliance with such test at any time shall be determined (a) on a Pro Forma Basis giving effect to any Incremental Loans incurred at or prior to such time, (b) assuming any Incremental Term Loan Commitments established at or prior to such time are fully drawn and (c) without netting the proceeds of the Incremental Term Loans to be incurred at such time in reliance upon such financial ratio test.

“Incremental Term Loan Commitment” shall mean the commitment of any Lender, established pursuant to Section 2.22, to make an Incremental Term Loan to the Borrower.

“Incremental Term Loan Lender” shall mean a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loans” shall mean additional Term Loans made by one or more Incremental Term Loan Lenders to the Borrower pursuant to their Incremental Term Loan Commitments.

“Indebtedness” of any Person shall mean, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) net obligations of such Person under any

Hedging Agreements, valued at the Agreement Value thereof, (j) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Disqualified Stock Interests of such Person or any other Person or any warrants, rights or options to acquire such Disqualified Stock, valued, in the case of redeemable preferred interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (k) all obligations of such Person as an account party in respect of letters of credit and (l) all obligations of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such person in respect thereof.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" shall have the meaning assigned to such term in Section 9.05(b).

"Information" shall have the meaning assigned to such term in Section 9.17.

"Intellectual Property" shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Interest Coverage Ratio" shall mean, for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense payable in cash (excluding, for the avoidance of doubt, interest that is paid in kind) for such period.

"Interest Election Request" shall mean a request by the Borrower in accordance with the terms of Section 2.10 and substantially in the form of Exhibit G or such other form as shall be approved by the Administrative Agent.

"Interest Payment Date" shall mean (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December and (b) with respect to any Eurodollar Borrowing, the last day of the Interest Period applicable to such Borrowing and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing.

"Interest Period" shall mean, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one (1), two (2), three (3) or six (6) months thereafter, as the Borrower may elect; *provided* that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (c), end on the last Business Day of the calendar month at the end of such Interest Period and (c) no Interest Period for any Borrowing shall extend beyond the applicable Maturity Date. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Investment” shall mean, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other Indebtedness or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of compliance with Section 6.04, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in cash by such Person with respect thereto, whether by disposition, return on capital, dividend or otherwise.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended from time to time.

“IRS” shall mean the United States Internal Revenue Service.

“Latest Maturity Date” shall mean, at any time, the latest maturity or expiration date applicable to any Loan or Commitment (or, if so specified, applicable to the specified Loans or Commitments of the Class thereof) hereunder at such time.

“Lenders” shall mean (a) the Persons listed on Schedule 2.01(a) (other than any such Person that has ceased to be a party hereto pursuant to an Assignment and Acceptance) and (b) any Person that has become a party hereto as a Lender pursuant to an Assignment and Acceptance, Additional Credit Extension Amendment or otherwise in accordance with this Agreement.

“LIBO Rate” shall mean, with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum determined by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two (2) Business Days prior to the commencement of such Interest Period by reference to the British Bankers’ Association Interest Settlement Rates for deposits in Dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the British Bankers’ Association as an authorized information vendor for the purpose of displaying such rates) (or the successor thereto if the British Bankers’ Association is no longer making a LIBO Rate available) for a period equal to such Interest Period; *provided* that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the **“LIBO Rate”** shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in Dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two (2) Business Days prior to the beginning of such Interest Period.

“Lien” shall mean (a) with respect to any asset, (i) any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, deposit arrangement, encumbrance, license, charge preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever in or on such asset (including any conditional sale or other title retention agreement, capital lease, any easement, right of way or other encumbrance on title to real property) and (ii) the interest of a vendor or a lessor

under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same effect as any of the foregoing) relating to such asset and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“**Loan Documents**” shall mean this Agreement, the Security Documents, the ABL Intercreditor Agreement, the Notes and any other document executed in connection with the foregoing.

“**Loan Parties**” shall mean the Borrower and the Guarantors.

“**Loans**” shall mean the Term Loans.

“**Margin Stock**” shall have the meaning assigned to such term in Regulation U.

“**Material Adverse Effect**” shall mean (a) a materially adverse effect on the business, assets, liabilities, operations, financial condition, or operating results of the Borrower and the Subsidiaries, taken as a whole, (b) a material impairment of the ability of the Borrower or any other Loan Party to perform any of its obligations under any Loan Document to which it is or will be a party or (c) a material impairment of the rights and remedies of or benefits available to the Lenders under any Loan Document.

“**Material Indebtedness**” shall mean Indebtedness (other than the Loans) or obligations in respect of one or more Hedging Agreements, of any one or more of the Borrower or any Subsidiary in an aggregate principal amount exceeding \$2,500,000. For purposes of determining Material Indebtedness, the “*principal amount*” of the obligations of the Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the Agreement Value of such Hedging Agreement at such time.

“**Maturity Date**” shall mean June 11, 2019 (or if such day is not a Business Day, the next preceding Business Day).

“**Maximum Rate**” shall have the meaning assigned to such term in Section 9.08.

“**Moody’s**” shall mean Moody’s Investors Service, Inc., or any successor thereto.

“**Mortgaged Properties**” shall mean, initially, the owned real properties of the Loan Parties specified on Schedule 1.01(c), and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 5.11.

“**Mortgages**” shall mean the mortgages, deeds of trust, deeds to secure debt and other similar security documents delivered pursuant to clause (i) of Section 4.01(i) or pursuant to Section 5.11, each in the form of Exhibit H with such changes thereto as shall be acceptable to the Collateral Agent, including all such changes as may be required to account for local law matters.

“**Multiemployer Plan**” shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“**Net Cash Proceeds**” shall mean (a) with respect to any Asset Sale, the cash proceeds (including cash proceeds subsequently received (but only as and when received) in respect of noncash consideration initially received), net of (i) selling expenses (including broker’s and advisors fees or commissions, legal fees, transfer and similar taxes and the Borrower’s good faith estimate of income taxes paid or payable in connection with such sale), (ii) amounts provided as a reserve, in accordance with GAAP, against any

liabilities under any indemnification obligations or purchase price adjustment associated with such Asset Sale (*provided* that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds) and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by the asset sold in such Asset Sale to the extent such Indebtedness is required to be repaid either (x) with such proceeds or (y) because the asset sold is removed from a borrowing base supporting such Indebtedness (in each case, other than (x) Indebtedness hereunder and (y) any such Indebtedness assumed by the purchaser of such asset); *provided* that, if (x) the Borrower shall deliver a certificate of a Financial Officer to the Administrative Agent at the time of receipt thereof setting forth the Borrower's intent to reinvest such proceeds in productive assets of a kind then used or usable in the business of the Borrower and its Subsidiaries within 12 months of receipt of such proceeds and (y) no Default or Event of Default shall have occurred and shall be continuing at the time of such certificate or at the proposed time of the application of such proceeds, such proceeds shall not constitute Net Cash Proceeds except to the extent (i) not so used or contractually committed (with a Person other than an Affiliate of the Borrower) to be so used at the end of such 12-month period and (ii) if so committed within such 12-month period, not so used on or before day that is 180 days from the date of such commitment, at which time such proceeds shall be deemed to be Net Cash Proceeds; *provided, further*, that upon receipt of any such proceeds, the Borrower or applicable Subsidiary shall either (x) deposit such proceeds into the Asset Sale Proceeds Pledged Account or (y) invest such proceeds in a Permitted Investment that is subject to a first-priority lien in favor of the Collateral Agent for the benefit of the Secured Parties, and such proceeds shall remain in such Asset Sale Proceeds Pledged Account or invested in such Permitted Investments until reinvested pursuant to this definition or applied in accordance with Section 2.13; and (b) with respect to any issuance or incurrence of Indebtedness or any Equity Issuance, the cash proceeds thereof, net of all taxes and customary fees, commissions, costs, prepayment premiums and other expenses incurred in connection therewith or in connection with the use of proceeds thereof.

“Net First Lien Leverage Ratio” shall mean, on any date, the ratio of (a) First Lien Debt on such date *minus* Unrestricted Cash, to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date.

“Net Total Leverage Ratio” shall mean, on any date, the ratio of (a) Total Debt on such date *minus* Unrestricted Cash, to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date.

“NFIP” shall have the meaning assigned to such term in the definition of Real Estate Collateral Requirements.

“Notes” shall mean any promissory notes evidencing the Term Loans, as applicable, executed and delivered pursuant to Section 2.04(e) and in the form of Exhibit J, respectively.

“Notice of Grant of Security Interest in Copyrights” shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Notice of Grant of Security Interest in Patents” shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Notice of Grant of Security Interest in Trademarks” shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Not Otherwise Applied” shall mean, with reference to any amount described in the definition of “Available Amount”, that such amount was not previously applied or is not currently being applied to make or permit the making of investments, Restricted Payments or prepayments of Indebtedness hereunder or to exercise any Cure Rights pursuant to Section 7.03. The Borrower shall promptly notify the Administrative Agent of any application of the Available Amount as contemplated hereunder.

“Obligations” shall mean (i) all principal of all Loans, all interest (including Post-Petition Interest) on such Loans and all other amounts now or hereafter payable by the Borrower pursuant to the Loan Documents, (ii) all obligations of a Loan Party to any Qualified Counterparty under any Secured Hedging Agreements, excluding in the case of this clause (ii), the Excluded Swap Obligations and (iii) all obligations of a Loan Party to any Cash Management Bank under any Secured Cash Management Agreements.

“OFAC” shall have the meaning assigned to such term in Section 3.25.

“Other Connection Taxes” shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” shall mean all present or future stamp, court or documentary, intangible, property, excise, mortgage, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, recording, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.21(a)).

“Participant” shall have the meaning assigned to such term in Section 9.04(d).

“Participant Register” shall have the meaning assigned to such term in Section 9.04(d).

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Perfection Certificate” shall mean the Perfection Certificate substantially in the form of Exhibit B to the Guarantee and Collateral Agreement.

“Permitted Acquisition” shall have the meaning assigned to such term in Section 6.04(g).

“Permitted Cure Securities” shall mean any equity securities (other than Disqualified Stock) of the Borrower designated as Permitted Cure Securities in a certificate delivered by the Borrower to the Administrative Agent that are issued in connection with Cure Rights being exercised by the Borrower under Section 7.03.

“*Permitted Investments*” shall mean:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of issuance thereof;

(b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, the highest credit rating obtainable from Moody’s or from S&P;

(c) investments in certificates of deposit, banker’s acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits at the date of acquisition thereof of not less than \$500,000,000 and that issues (or the parent of which issues) commercial paper rated at least “*Prime 1*” (or the then equivalent grade) by Moody’s or “*A-1*” (or the then equivalent grade) by S&P;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria of clause (c) above;

(e) investments in “*money market funds*” within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above; and

(f) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

“*Permitted Investors*” shall mean any holder of Equity Interests in the Borrower as of the date of effectiveness of the Plan of Reorganization and any Affiliate of such Person, in each case, other than a natural Person, the Borrower or any of its Subsidiaries.

“*Permitted Refinancing*” shall mean, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (the “*Refinanced Indebtedness*”); *provided that* (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness except by an amount equal to any interest capitalized with, any premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or longer than the then-remaining weighted average life to maturity of, the Refinanced Indebtedness, (c) if the Refinanced Indebtedness is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms not materially less favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Refinanced Indebtedness, (d) at the time thereof, no Default or Event of Default shall have occurred and be continuing, (e) if the Refinanced Indebtedness is secured, the terms and conditions relating to collateral of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties than the terms and conditions with respect to the Collateral of the Refinanced Indebtedness, taken as a whole (and the Liens on any Collateral securing any such modified, refinanced, refunded, renewed or extended Indebtedness shall have the same (or lesser) priority as the Refinanced Indebtedness relative to the Liens on the Collateral securing the Obligations), and (f) such modification, refinancing, refunding, renewal or

extension is incurred by the Person who is the obligor on the Refinanced Indebtedness. In the case of any Permitted Refinancing of the ABL Facility, such Permitted Refinancing must also be permitted under the ABL Intercreditor Agreement.

“Permitted Surety Bonds” means unsecured guarantees and reimbursement obligations incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations.

“Permitted Unsecured Debt” shall mean any Indebtedness incurred by the Borrower in the form of one or more series of secured or unsecured loans or notes; *provided* that (i) the final maturity date of any such Indebtedness shall be no earlier than 91 days following the Latest Maturity Date, (ii) the terms of such Indebtedness shall not provide for any scheduled repayment, mandatory redemption, sinking fund obligations or other payment (other than periodic interest payments) prior to the date that is 91 days following the Latest Maturity Date in effect at the time such Permitted Unsecured Debt is issued, other than customary offers to purchase upon a change of control, asset sale or casualty or condemnation event and customary acceleration rights upon an event of default, (iii) such Indebtedness shall be unsecured, (iv) none of the obligors or guarantors with respect to such Indebtedness shall be a Person that is not a Loan Party and (v) the terms and conditions (excluding any subordination, pricing, fees, rate floors, discounts, premiums and optional prepayment or redemption terms) of such Indebtedness, taken as a whole, shall not be materially less favorable to the Loan Parties than those applicable to the Term Loans, except for covenants or other provisions applicable only to periods after the Latest Maturity Date in effect at the time such Permitted Unsecured Debt is issued.

“Person” shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, Governmental Authority or other entity.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) that is covered by Section 4021 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is or, if such plan were terminated under Section 4069 of ERISA, would be, deemed to be an “*employer*” as defined in Section 3(5) of ERISA.

“Plan Confirmation Order” shall mean an order entered by the Bankruptcy Court in the Bankruptcy Proceedings confirming the Plan of Reorganization pursuant to section 1129 of the Bankruptcy Code.

“Plan of Reorganization” shall have the meaning assigned to such term in the introductory statement to this Agreement.

“Plan of Reorganization Confirmation Requirements” shall mean:

- (1) the April 24 Plan and the Disclosure Statement shall not have been amended, modified or supplemented in any manner that could be reasonably expected to adversely affect the interests of the Agent or the Lenders in their capacities as such in connection with the Term Facility without the consent of the Arranger; it being understood that any amendment to the April 24 Plan providing for the assumption or incurrence by any Loan Party of any Material Indebtedness or other material liability not otherwise contemplated by the April 24 Plan and the Disclosure Statement shall be deemed to adversely affect the interests of the Agent and the Lenders;

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- (2) the pro forma capital and ownership structure of the Loan Parties shall be substantially as described in the April 24 Plan and the Disclosure Statement, and the Arranger shall be reasonably satisfied with the Loan Parties' organizational documents and shareholder arrangements of the Loan Parties, in each case as the same will exist after giving effect to the consummation of the Transactions;
 - (3) all conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied or, in the case of condition (6) of Section VIII.B of the Plan of Reorganization, shall be simultaneously satisfied (and, in each case, not waived without the consent of the Arranger, not to be unreasonably withheld);
 - (4) the effective date of the Plan of Reorganization shall have occurred and the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan of Reorganization each shall occur contemporaneously with the Closing Date; and
 - (5) the Bankruptcy Court shall have entered the Plan Confirmation Order, which order (i) shall be in form and substance satisfactory to the Arranger with respect to any provision of the Plan Confirmation Order related to the Loan Documents or Term Loans, and otherwise reasonably satisfactory to the Arranger, (ii) shall approve the Loan Documents, authorize the Borrower's and the Guarantors' performance thereunder and be consistent with the Loan Documents with regard to any terms therein reasonably related to the Loan Documents, (iii) shall be, on the Closing Date, in full force and effect, unstayed and final and non-appealable, (iv) shall not be, on the Closing Date, subject to a motion to stay, a motion for rehearing or reconsideration or a petition for a writ of certiorari and (v) after entry shall not have been amended, supplemented or otherwise modified without the written consent of the Arranger (not to be unreasonably withheld with respect to any amendment, supplement or modification not related to the Loan Documents or Term Loans), reversed or vacated.

"Platform" shall have the meaning assigned to such term in Section 9.01.

"Post-Petition Interest" shall mean any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any one or more of the Loan Parties (or would accrue but for the operation of applicable Debtor Relief Laws), whether or not such interest is allowed or allowable as a claim in any such proceeding.

"Prime Rate" shall mean the rate of interest per annum determined from time to time by Credit Suisse AG as its prime rate in effect at its principal office in New York City and notified to the Borrower. The prime rate is a rate set by Credit Suisse AG based upon various factors including Credit Suisse AG's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such rate.

"Pro Forma Basis" shall mean, for purposes of calculating compliance with the Financial Covenants or any other financial ratio or tests, such calculation shall be made in accordance with Section 1.03.

"Pro Forma Transaction" shall mean any Investment that results in a Person becoming a Subsidiary, any Permitted Acquisition, any Disposition that results in a Subsidiary ceasing to be a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of

business or division of another Person or a Disposition of a business unit, line of business or division of the Borrower or any Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise and any other transaction that by the terms of this Agreement requires a financial ratio or test to be determined on a “Pro Forma Basis” or to be given “pro forma effect”.

“**Public Lender**” shall have the meaning assigned to such term in Section 9.01.

“**Qualified Capital Stock**” of any Person shall mean any Equity Interest of such Person that is not Disqualified Stock.

“**Qualified Counterparty**” shall mean, with respect to any Hedging Agreement, any counterparty thereto that, at the time such Hedging Agreement was entered into, was a Lender, the Administrative Agent, an Arranger or any of their respective Affiliates.

“**Real Estate Collateral Requirements**” shall mean the requirement that within 90 days of the Closing Date, with respect to the Mortgaged Properties listed on Schedule 1.01(c) and thereafter as required by Section 5.11, the Collateral Agent shall have received a Mortgage for each Mortgaged Property in form and substance reasonably acceptable to the Collateral Agent and suitable for recording or filing, together, with respect to each Mortgage for any property located in the United States, the following documents: (a) a fully paid policy of title insurance (or “pro forma” or marked up commitment having the same effect of a title insurance policy) (i) in a form approved by the Collateral Agent insuring the Lien of the Mortgage encumbering such property as a valid first priority Lien, subject to Liens permitted by Section 6.02 herein, (ii) in an amount reasonably satisfactory to the Collateral Agent, but in no event exceeding One Hundred Ten Percent (110%) of the value of such property as determined by the appraisal report delivered pursuant to subsection (d) herein or in the event that no such appraisal is ordered, as reasonably agreed upon by the Borrower and the Collateral Agent, (iii) issued by a nationally recognized title insurance company reasonably satisfactory to the Collateral Agent (the “**Title Company**”) and (iv) that includes (A) such coinsurance and direct access reinsurance as the Collateral Agent may deem necessary or desirable and (B) such endorsements or affirmative insurance required by the Collateral Agent and which are available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located, (b) with respect to any property located in any jurisdiction in which a zoning endorsement is not available (or for which a zoning endorsement is not available at a premium that is not excessive), if requested by the Collateral Agent, a zoning compliance letter from the applicable municipality or a zoning report from Planning and Zoning Resource Corporation (or another person acceptable to the Collateral Agent), in each case reasonably satisfactory to the Collateral Agent, (c) upon the request of the Collateral Agent, a survey certified to Collateral Agent and the Title Company in form and substance reasonably satisfactory to the Collateral Agent, (d) upon the request of the Collateral Agent, an appraisal complying with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, by a third-party appraiser selected by the Collateral Agent, (e) an opinion of local counsel reasonably acceptable to the Collateral Agent and in form and substance satisfactory to the Collateral Agent, (f) if requested by any Lender, notwithstanding the first sentence of this definition, solely with respect to this item (f), no later than three (3) Business Days prior to the Closing Date, the following documents and instruments, in order to comply with the National Flood Insurance Reform Act of 1994 and related legislation (including the regulations of the Board of Governors of the Federal Reserve System) (“**Flood Laws**”): (1) a completed standard flood hazard determination form, (2) if the improvement(s) to the improved real property is located in a special flood hazard area, a notification to the Borrower (“**Borrower Notice**”) and, if applicable, notification to the Borrower that flood insurance coverage under the National Flood Insurance Program (“**NFIP**”) is not available because the community does not participate in the NFIP, (3) documentation evidencing the Borrower’s receipt of the Borrower

Notice and (4) if the Borrower Notice is required to be given and flood insurance is available in the community in which the property is located, a copy of the flood insurance policy, the Borrower's application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued, or such other evidence of flood insurance satisfactory to the Collateral Agent (any of the foregoing being "**Evidence of Flood Insurance**"), (g) upon the reasonable request of the Collateral Agent, Phase I environmental site assessment reports prepared in accordance with the current ASTM E1527 standard ("**Phase Is**") (to the extent not already provided) and reliance letters for such Phase Is (which Phase Is and reliance letters shall be in form and substance reasonably acceptable to the Collateral Agent) and any other environmental information as the Collateral Agent shall reasonably request, and (h) such other instruments and documents (including consulting engineer's reports and lien searches) as the Collateral Agent shall reasonably request.

"**Recipient**" shall mean (a) the Administrative Agent and (b) any Lender, as applicable.

"**Register**" shall have the meaning assigned to such term in Section 9.04(c).

"**Reinvestment Right**" shall have the meaning set forth in the definition of "Net Cash Proceeds."

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the respective officers, directors, employees, agents, advisors, representatives, controlling persons, members, successors and permitted assigns of such Person and such Person's Affiliates.

"**Release**" shall mean any actual or threatened release, spill, emission, leaking, dumping, injection, pouring, pumping, deposit, disposal, discharge, dispersal, leaching or migration into or through the indoor or outdoor environment, including the air, soil and ground and surface water or into, through, within or upon any building, structure, facility or fixture.

"**Repayment Date**" shall have the meaning assigned to such term in Section 2.11(a).

"**Required Lenders**" shall mean, at any time, Lenders having Loans and unused Term Loan Commitments representing more than 50% of the sum of all Loans outstanding and unused Term Loan Commitments at such time.

"**Resignation Effective Date**" shall have the meaning assigned to such term in Section 8.06.

"**Responsible Officer**" of any Person shall mean any executive officer or Financial Officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement.

"**Restricted Payment**" shall mean any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower or any Subsidiary.

"**S&P**" shall mean Standard & Poor's Ratings Service, or any successor thereto.

“**SEC**” shall mean the Securities and Exchange Commission.

“**Secured Cash Management Obligations**” shall mean any Cash Management Obligations owed by a Loan Party to any Cash Management Bank.

“**Secured Hedging Agreement**” shall mean any Hedging Agreement entered into by the Loan Party and a Qualified Counterparty.

“**Secured Parties**” shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Security Documents**” shall mean the Mortgages, the Guarantee and Collateral Agreement, the ABL Intercreditor Agreement and each of the security agreements, mortgages and other agreements, instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.11.

“**Solvent**” shall mean, (a) the sum of the liabilities (including contingent liabilities) of the Borrower and the subsidiaries, on a consolidated basis, does not exceed the fair value of the present assets of the Borrower and the Subsidiaries, on a consolidated basis, (b) the present fair saleable value of the assets of the Borrower and the Subsidiaries, on a consolidated basis, is greater than the total amount that will be required to pay the probable liabilities (including contingent liabilities) of the Borrower and the Subsidiaries as they become absolute and matured, (c) the capital of the Borrower and the Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business as contemplated on the date hereof, and (d) the Borrower and the Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts or liabilities, including current obligations beyond their ability to pay such debts or other liabilities as they become due (whether at maturity or otherwise).

“**Specified Unsecured Prepetition Debt**” means any payment or distribution in respect of the Allowed General Unsecured Claims or Allowed Trade Unsecured Claims (as such terms are defined in the Plan of Reorganization) that is made in accordance with Sections IV.E, IV.F and V.I of the Plan of Reorganization.

“**SPV**” shall have the meaning assigned to such term in Section 9.04(f).

“**Statutory Reserves**” shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) established by the Board and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for Eurocurrency Liabilities (as defined in Regulation D of the Board). Eurodollar Loans shall be deemed to constitute Eurocurrency Liabilities and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“**subsidiary**” shall mean, with respect to any Person (herein referred to as the “**parent**”), any corporation, partnership, limited liability company, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“**Subsidiary**” shall mean any subsidiary of the Borrower.

“**Swap Obligation**” shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act (including without limitation any Secured Hedging Agreement).

“**Taxes**” shall mean any and all present or future taxes, levies, imposts, duties, deductions, assessments, fees, charges or withholdings (including backup withholding) imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Borrowing**” shall mean a Borrowing comprised of Term Loans.

“**Term Lender**” shall mean a Lender with a Term Loan Commitment or an outstanding Term Loan.

“**Term Loan Commitment**” shall mean, with respect to each Lender, the commitment of such Lender to make Term Loans hereunder as set forth on Schedule 2.01(a), or in the Assignment and Acceptance pursuant to which such Lender assumed its Term Loan Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04.

“**Term Loans**” shall mean the term loans made by the Lenders to the Borrower pursuant to Section 2.01, any Incremental Term Loans made by the Lenders to the Borrower pursuant to Section 2.22 and any Extended Term Loans made by the Lenders to the Borrower pursuant to Section 2.23.

“**Test Period**” shall have the meaning assigned to such term in Section 1.03(b).

“**Title Company**” shall have the meaning assigned to such term in the definition of Real Estate Collateral Requirements.

“**Total Debt**” shall mean, at any time, (a) the total Indebtedness of the Borrower and the Subsidiaries at such time (excluding (i) loans and letters of credit under the ABL Facility and (ii) Indebtedness of the type described in clauses (g), (i), (k) and (l) of the definition thereof, except, (x) in the case of such clauses (k) and (l), to the extent of any unreimbursed drawings thereunder and (y) in the case of clause (g), Guarantees of Indebtedness not otherwise excluded from the calculation of “Total Debt”) and (b) the arithmetic average of the aggregate amount of loans and unreimbursed letter of credit drawings under the ABL Facility as of the last day of each of the previous four fiscal quarters; *provided* that for calculations of “Total Debt” made before July 25, 2014, the amount of debt in respect of the ABL Facility shall be (i) deemed to be \$22,400,000 for calculations before October 26, 2013 and (ii) equal to the aggregate amount of loans and unreimbursed letter of credit drawings under the ABL Facility (a) as of October 26, 2013, for calculations on or after October 26, 2013 but before January 25, 2014, (b) as of October 26, 2013 and January 25, 2014, divided by two, for calculations on or after January 25, 2014 but before April 26, 2014 and (c) as of October 26, 2013, January 25, 2014 and April 26, 2014, divided by

three, for calculations on or after April 26, 2014 but before July 26, 2014, *provided, further*, that (i) for the avoidance of doubt, Total Debt shall include Specified Unsecured Prepetition Debt and (ii) reimbursement obligations with respect to Permitted Surety Bonds that have not been drawn shall not constitute Total Debt.

“**Transaction Costs**” shall mean the fees, costs and expenses incurred in connection with the Transactions.

“**Transactions**” shall mean, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the funding of the Term Loans on the Closing Date, (b) the execution and delivery of the ABL Facility Documentation, (c) the consummation of the Plan of Reorganization and any other transactions in connection with the foregoing on the Closing Date, (d) the repayment of the obligations under Existing Credit Agreements and the termination of the commitments thereunder and the security interests in respect thereof on the Closing Date in accordance with the Plan of Reorganization and (e) the payment on the Closing Date of the Transaction Costs.

“**Type**” when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term “**Rate**” shall mean the Adjusted LIBO Rate and the Alternate Base Rate.

“**Unfunded Pension Liability**” shall mean, with respect to any Plan at any time, the amount of any of its unfunded benefit liabilities as defined in Section 4001(a)(18) of ERISA.

“**Unrestricted Cash**” shall mean cash or cash equivalents of the Borrower or any of its Subsidiaries that would not appear as “restricted” on a consolidated balance sheet of the Borrower or any of its Subsidiaries and are not subject to Liens other than Liens arising by operation of law and Liens securing the Obligations and the “ABL Obligations” (as defined in the ABL Intercreditor Agreement), not to exceed \$15,000,000.

“**USA PATRIOT Act**” shall mean The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“**U.S. Person**” shall mean any Person (a)(i) that is not disregarded as separate from its owner for U.S. federal income tax purposes and (ii) that is a “United States Person” as defined in Section 7701(a)(30) of the Code or (b)(i) that is disregarded as separate from its owner for U.S. federal income tax purposes and (ii) whose regarded owner for U.S. federal income tax purposes is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“**U.S. Tax Compliance Certificate**” shall have the meaning assigned to such term in Section 2.20(g).

“**Wholly Owned Subsidiary**” of any Person shall mean a subsidiary of such Person of which securities (except for directors’ qualifying shares) or other ownership interests representing 100% of the Equity Interests are, at the time any determination is being made, owned, Controlled or held by such Person or one or more wholly owned subsidiaries of such Person or by such Person and one or more wholly owned subsidiaries of such Person.

“**Withdrawal Liability**” shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“**Withholding Agent**” shall mean any Loan Party and the Administrative Agent.

SECTION 1.02. **Terms Generally.** The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**.” The word “**will**” shall be construed to have the same meaning and effect as the word “**shall**,” and the words “**asset**” and “**property**” shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The words “**herein**,” “**hereto**,” “**hereof**” and “**hereunder**” and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (a) any reference in this Agreement to any Loan Document or any other agreement, instrument or document shall mean such document as amended, restated, supplemented or otherwise modified from time to time, but only to the extent that such amendment, restatements, supplements or modifications are not prohibited by this Agreement, (b) references to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided* that if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any provision of this Agreement or the other Loan Documents to eliminate the effect of any change in GAAP occurring after the date of this Agreement on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend any provision of this Agreement or the other Loan Documents) regardless of whether any such notice is given before or after such change in GAAP, then such provision shall be interpreted on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such provision is amended in a manner satisfactory to the Borrower and the Required Lenders and (d) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value”, as defined therein, (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (iii) in a manner such that the determination of whether a lease is to be treated as an operating lease or capital lease shall be made without giving effect to any change in accounting for leases pursuant to GAAP resulting from the implementation of proposed Accounting Standards Update (ASU) Leases (Topic 840) issued August 17, 2010.

SECTION 1.03. **Pro Forma Calculations.** (a) Notwithstanding anything to the contrary herein, the Interest Coverage Ratio, the Net First Lien Leverage Ratio and the Net Total Leverage Ratio shall be calculated in the manner prescribed by this Section 1.03; *provided* that

notwithstanding anything to the contrary herein, when calculating any such ratio for the purpose of any mandatory prepayment provision hereunder or compliance with the Financial Covenants, the events set forth in clause (b), (c) and (d) below that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.

(b) For purposes of calculating the Interest Coverage Ratio, the Net First Lien Leverage Ratio and the Net Total Leverage Ratio, Pro Forma Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been consummated (i) during the applicable period of four consecutive fiscal quarters for which such financial ratio is being determined (the “*Test Period*”) or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Pro Forma Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Pro Forma Transaction) had occurred on the first day of the applicable Test Period.

(c) If pro forma effect is to be given to a Pro Forma Transaction, the pro forma calculations shall be made in good faith by a financial or accounting Responsible Officer of the Borrower and include only those adjustments that would be permitted or required by Regulation S-X together with those adjustments that (a) have been certified by a Financial Officer of the Borrower as having been prepared in good faith based upon reasonable assumptions and (b) are (i) directly attributable to the Pro Forma Transaction with respect to which such adjustments are to be made, (ii) expected to have a continuing impact on the Loan Parties, (iii) factually supportable and reasonably identifiable, and (iv) based on reasonably detailed written assumptions reasonably acceptable to the Administrative Agent. For the avoidance of doubt, all pro forma adjustments shall be consistent with, and subject to the caps and limits set forth in, the applicable definitions herein. To the extent compliance with the Financial Covenants is being tested prior to the first test date under the Financial Covenants, in order to determine the permissibility of an action by the Borrower or its Subsidiaries, such compliance shall be tested against the ratios for the first test date.

(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Net Total Leverage Ratio, the Net First Lien Leverage Ratio or the Interest Coverage Ratio (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Net Total Leverage Ratio, the Net First Lien Leverage Ratio or the Interest Coverage Ratio, as applicable, shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the first day of the applicable Test Period.

SECTION 1.04. **Classification of Loans and Borrowings**. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “*Term Loan*”) or by Type (e.g., a “*Eurodollar Loan*”) or by Class and Type (e.g., a “*Eurodollar Term Loan*”). Borrowings also may be classified and referred to by Class (e.g., a “*Term Credit Borrowing*”) or by Type (e.g., a “*Eurodollar Borrowing*”) or by Class and Type (e.g., a “*Eurodollar Term Credit Borrowing*”).

ARTICLE II

The Credits

SECTION 2.01. **Commitments.** Subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the other Loan Documents, each Term Lender agrees, severally and not jointly, to make a Term Loan to the Borrower on the Closing Date in a principal amount not to exceed its Term Loan Commitment. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. **Loans.** (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; *provided* that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). The Loans comprising any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of \$1,000,000 and not less than \$5,000,000 or (ii) equal to the remaining available balance of the applicable Commitments.

(b) Subject to Sections 2.08 and 2.15, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request pursuant to Section 2.03. Each Lender may at its option make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; *provided further* that the Borrower shall not be entitled to request any Borrowing that, if made, would result in more than five (5) Eurodollar Borrowings outstanding hereunder at any time.

(c) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Administrative Agent may designate not later than 1:00 p.m., New York City time, and the Administrative Agent shall promptly credit the amounts so received to an account designated by the Borrower in the applicable Borrowing Request or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders.

(d) Unless the Administrative Agent shall have received notice from a Lender (i) in the case of a Eurodollar Loan, prior to the date of any Borrowing and (ii) in the case of an ABR Loan prior to 1:00 p.m., New York City time, on the date of any Borrowing, in either case that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with paragraph (c) above and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower to but excluding the date such amount is repaid to the Administrative Agent at (A) in the case of the Borrower, a rate per annum equal to the interest rate applicable at the time to the Loans comprising such Borrowing and (B) in the case of such Lender, a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

SECTION 2.03. **Borrowing Procedure.** In order to request a Borrowing, the Borrower shall notify the Administrative Agent of such request in writing or by telephone (a) in the case of a Eurodollar Borrowing, not later than 1:00 p.m., New York City time, three (3) Business Days before a proposed Borrowing and (b) in the case of an ABR Borrowing, not later than 1:00 p.m., New York City time, one (1) Business Day before a proposed Borrowing. Each such notice shall be irrevocable, and any telephonic notice shall be confirmed promptly by delivery of a written Borrowing Request and shall specify the following information: (i) whether such Borrowing is to be a Eurodollar Borrowing or an ABR Borrowing; (ii) the date of such Borrowing (which shall be a Business Day); (iii) the number and location of the account to which funds are to be disbursed; (iv) the amount of such Borrowing and (v) if such Borrowing is to be a Eurodollar Borrowing, the Interest Period with respect thereto; *provided* that, notwithstanding any contrary specification in any Borrowing Request, each requested Borrowing shall comply with the requirements set forth in Section 2.02. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period with respect to any Eurodollar Borrowing is specified in any such notice, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03 (and the contents thereof), and of each Lender's pro rata share of the requested Borrowing.

SECTION 2.04. **Evidence of Debt; Repayment of Loans.** (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the principal amount of each Term Loan of such Lender as provided in Section 2.11.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall, in accordance with its customary practice, maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Class and Type thereof and, if applicable, the Interest Period applicable thereto, the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (ii) the amount of any sum received by the Administrative Agent hereunder from the Borrower or any Guarantor and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraphs (b) and (c) above shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrower to repay the Loans in accordance with their terms.

(e) Any Lender may request that Loans made by it hereunder be evidenced by a Note. In such event, the Borrower shall execute and deliver to such Lender a Note payable to such Lender and its registered assigns. Notwithstanding any other provision of this Agreement, in the event any Lender shall request and receive such a Note, the interests represented by such Note shall at all times (including after any assignment of all or part of such interests pursuant to Section 9.04) be represented by one or more Notes payable to the payee named therein or its registered assigns.

SECTION 2.05. **Fees.** (a) The Borrower agrees to pay to the Administrative Agent, for its own account, the administrative fees set forth in the Fee Letter at the times and in the amounts specified therein (the “*Administrative Agent Fees*”).

(b) In the event all or any portion of the Term Loans are prepaid (or effectively refinanced through an amendment or repricing) for any reason (other than a mandatory prepayment pursuant to Section 2.13(a) or 2.13(c)) prior to the second anniversary of the Closing Date, the Borrower shall pay to the Administrative Agent for the ratable account of each Term Lender a prepayment premium equal to (i) 2.00% of the principal amount of Term Loans repaid, repriced or refinanced (if such prepayment, repricing or refinancing occurs on or prior to the first anniversary of the Closing Date) and (iii) 1.00% of the principal amount of Term Loans repaid, repriced or refinanced (if such prepayment, repricing or refinancing occurs on or prior to the second anniversary of the Closing Date and after the first anniversary of the Closing Date). Such amounts shall be due and payable on the date of effectiveness of such prepayment, repricing or refinancing.

(c) The Borrower agrees to pay on the Closing Date to each Term Lender party to this Agreement on the Closing Date, as compensation for the funding of such Term Lender’s Term Loan, a closing fee in an amount equal to 2.0% of the stated principal amount of such Term Lenders’ Term Loan. Such fees may be paid to each Term Lender out of the proceeds of such Term Loan as and when funded on the Closing Date. Such closing fees will be in all respects fully earned, due and payable on the Closing Date and non-refundable and non-creditable thereafter.

(d) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.06. **Interest on Loans.** (a) Subject to the provisions of Section 2.07, the Loans comprising each ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366, as applicable, days at all times and calculated from and including the date of such Borrowing to but excluding the date of repayment thereof) at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin in effect from time to time.

(b) Subject to the provisions of Section 2.07, the Loans comprising each Eurodollar Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin in effect from time to time.

(c) Interest on each Loan shall be payable on the Interest Payment Dates applicable to such Loan except as otherwise provided in this Agreement. The applicable Alternate Base Rate or Adjusted LIBO Rate for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.07. **Default Interest.** (a) All amounts not paid when due hereunder shall bear interest (after as well as before judgment), payable on demand, (i) in the case of principal, at the rate otherwise applicable to such Loan pursuant to Section 2.06 plus 2.00% per annum and (ii) in all other cases, at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days at all times) equal to the rate that would be applicable to an ABR Loan plus 2.00% per annum.

SECTION 2.08. ***Alternate Rate of Interest.*** In the event, and on each occasion, that on the day two (2) Business Days prior to the commencement of any Interest Period for a Eurodollar Borrowing the Administrative Agent shall have determined that (a) Dollar deposits in the principal amounts of the Loans comprising such Borrowing are not generally available in the London interbank market, (b) the rates at which such Dollar deposits are being offered will not adequately and fairly reflect the cost to the majority of Lenders of making or maintaining Eurodollar Loans during such Interest Period or (c) reasonable means do not exist for ascertaining the Adjusted LIBO Rate, the Administrative Agent shall, as soon as practicable thereafter, give written or fax notice of such determination to the Borrower and the Lenders. In the event of any such determination, until the Administrative Agent shall have advised the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, any request by the Borrower for a Eurodollar Borrowing pursuant to Section 2.03 or Section 2.10 shall be deemed to be a request for an ABR Borrowing. Each determination by the Administrative Agent under this Section 2.08 shall be conclusive absent manifest error.

SECTION 2.09. ***Termination of Term Loan Commitments.*** The Term Loan Commitments shall automatically terminate upon the making of the Term Loans on the Closing Date.

SECTION 2.10. ***Conversion and Continuation of Borrowings.*** The Borrower shall have the right at any time upon written or telephonic notice to the Administrative Agent (a) not later than 1:00 p.m., New York City time, one (1) Business Day prior to conversion, to convert any Eurodollar Borrowing into an ABR Borrowing, (b) not later than 1:00 p.m., New York City time, three (3) Business Days prior to conversion or continuation, to convert any ABR Borrowing into a Eurodollar Borrowing or to continue any Eurodollar Borrowing as a Eurodollar Borrowing for an additional Interest Period and (c) not later than 1:00 p.m., New York City time, three (3) Business Days prior to conversion, to convert the Interest Period with respect to any Eurodollar Borrowing to another permissible Interest Period, subject in each case to the following:

- (i) each conversion or continuation shall be made pro rata among the Lenders in accordance with the respective principal amounts of the Loans comprising the converted or continued Borrowing;
- (ii) if less than all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall satisfy the limitations specified in Sections 2.02(a) and 2.02(b) regarding the principal amount and maximum number of Borrowings of the relevant Type;
- (iii) each conversion shall be effected by each Lender and the Administrative Agent by recording for the account of such Lender the new Borrowing of such Lender resulting from such conversion and reducing the Borrowing (or portion thereof) of such Lender being converted by an equivalent principal amount; accrued interest on any Eurodollar Loan (or portion thereof) being converted shall be paid by the Borrower at the time of conversion;
- (iv) if any Eurodollar Borrowing is converted at a time other than the end of the Interest Period applicable thereto, the Borrower shall pay, upon demand, any amounts due to the Lenders pursuant to Section 2.16;
- (v) any portion of a Borrowing maturing or required to be repaid in less than one month may not be converted into or continued as a Eurodollar Borrowing;

(vi) any portion of a Eurodollar Borrowing that cannot be continued as a Eurodollar Borrowing by reason of the immediately preceding clause (v) shall be automatically converted at the end of the Interest Period in effect for such Borrowing into an ABR Borrowing; and

(vii) After the occurrence and during the continuance of an Event of Default under Section 7.01(b), (c), (f) or (g) or, upon notice to the Borrower from the Administrative Agent given at the request of the Required Lenders, any other Event of Default, no outstanding Loan may be converted into, or continued as, a Eurodollar Loan.

Each such telephonic notice shall be irrevocable and shall be confirmed promptly by delivery of an Interest Election Request pursuant to this Section 2.10 and shall specify (a) the identity and amount of the Borrowing that the Borrower requests be converted or continued, (b) whether such Borrowing is to be converted to or continued as a Eurodollar Borrowing or an ABR Borrowing, (c) if such notice requests a conversion, the date of such conversion (which shall be a Business Day) and (d) if such Borrowing is to be converted to or continued as a Eurodollar Borrowing, the Interest Period with respect thereto. If no Interest Period is specified in any such notice with respect to any conversion to or continuation as a Eurodollar Borrowing, the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the Lenders of any notice given pursuant to this Section 2.10 and of each Lender's pro rata share of any converted or continued Borrowing. If the Borrower shall not have given notice in accordance with this Section 2.10 to continue any Borrowing into a subsequent Interest Period (and shall not otherwise have given notice in accordance with this Section 2.10 to convert such Borrowing), such Borrowing shall, at the end of the Interest Period applicable thereto (unless repaid pursuant to the terms hereof), automatically be converted into an ABR Borrowing.

SECTION 2.11. *Repayment of Term Borrowings.* (a) Commencing on the last Business Day of September 2013, the Borrower shall pay to the Administrative Agent, for the account of the Term Lenders, on the last Business Day of each September, December, March and June occurring prior to the Maturity Date (each, a "***Repayment Date***"), a principal amount of the Term Loans (as adjusted from time to time pursuant to 2.12 and 2.13(e)) equal to 0.25% of the original principal amount of the Term Loans, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) To the extent not previously paid, all Term Loans shall be due and payable on the Maturity Date together with accrued and unpaid interest on the principal amount to be paid to but excluding the date of payment.

(c) All repayments pursuant to this Section 2.11 shall be subject to Section 2.16, but shall otherwise be without premium or penalty.

SECTION 2.12. *Voluntary Prepayment.* (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, upon at least three (3) Business Days' prior written notice (or telephonic notice promptly confirmed by written notice) in the case of Eurodollar Loans, or written notice (or telephonic notice promptly confirmed by written notice) at least one (1) Business Day prior to the date of prepayment in the case of ABR Loans, to the Administrative Agent before 1:00 p.m., New York City time; *provided* that each partial prepayment shall be in an amount that is an integral multiple of \$500,000 and not less than \$2,000,000 (or such lesser amount as may remain outstanding).

(b) Voluntary prepayments of Term Loans shall be applied as directed by the Borrower to the remaining scheduled installments of principal due in respect of the Term Loans under Section 2.11.

(c) Each notice of prepayment shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid, shall be irrevocable and shall commit the Borrower to prepay such Borrowing by the amount stated therein on the date stated therein; *provided* that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other financing arrangements, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent prior to 1:00 p.m. on the specified effective date) if such condition is not satisfied; *provided further* that the provisions of Section 2.16 shall apply with respect to any such revocation or extension. All prepayments under this Section 2.12 shall be subject to Section 2.16 and Section 2.05(b) but otherwise without premium or penalty. All prepayments under this Section 2.12 shall be accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment.

SECTION 2.13. *Mandatory Prepayments.* (a) Not later than the fifth Business Day following the receipt by the Borrower or any Subsidiary of Net Cash Proceeds from any Asset Sale (other than with respect to Current Asset Collateral so long as the ABL Facility is in effect), the Borrower shall prepay outstanding Term Loans in an amount equal to 100% of such Net Cash Proceeds in accordance with Section 2.13(e); *provided* that the Borrower shall not be required to apply Net Cash Proceeds from any Asset Sale (or series of related Asset Sales) in accordance with this clause (a) to the extent (x) the Net Cash Proceeds from such Asset Sale (or series of related Asset Sales) do not exceed \$2,000,000 or (y) the aggregate Net Cash Proceeds received from all Asset Sales since the Closing Date do not exceed \$5,000,000. In the case of Net Cash Proceeds received by the Borrower in connection with Asset Sales contemplated by Section 6.06(s), the proviso in the preceding sentence shall not apply and the Net Cash Proceeds (calculated without giving effect to any reinvestment right set forth in the definition thereof or any required prepayment of the ABL Facility) of the Asset Sales contemplated by Section 6.06(s) shall be allocated between the ABL Facility and the Term Facility as contemplated by the ABL Intercreditor Agreement, and then 100% of such Net Cash Proceeds that would be received by the Collateral Agent on behalf of the Secured Parties pursuant to such allocation shall be applied to prepay the Term Loan in accordance with the first sentence of this clause (a) (without giving effect to the proviso thereto) until the Net Total Leverage Ratio is no greater than 3.00:1.00 on a Pro Forma Basis, after which the remaining Net Cash Proceeds may either be (i) reinvested pursuant to the reinvestment provisions set forth in the definition of Net Cash Proceeds or (ii) applied to prepay the Term Loan and to make Restricted Payments (in equal amounts), in each case so long as the Net Total Leverage Ratio remains no greater than 3.00:1.00 on a Pro Forma Basis. Dividends distributed pursuant to the preceding sentence shall not exceed \$50,000,000 over the life of the Term Facility.

(b) Reserved.

(c) No later than the earlier of (i) ninety (90) days after the end of each fiscal year of the Borrower, commencing with the fiscal year ending on April 26, 2014, and (ii) the date on which the financial statements with respect to such period are delivered pursuant to Section 5.04(a), the Borrower shall prepay outstanding Term Loans in accordance with Section 2.13(e) in an aggregate principal amount equal to (x) the ECF Percentage of Excess Cash Flow for the fiscal year then ended *minus* (y) voluntary prepayments of Term Loans during such fiscal year but only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness.

(d) Not later than the fifth Business Day following the receipt by the Borrower or any Subsidiary of Net Cash Proceeds from the issuance or incurrence of Indebtedness for borrowed money (other than any cash proceeds from the issuance of Indebtedness permitted pursuant to Section 6.01), the Borrower shall prepay outstanding Term Loans in an amount equal to 100% of such Net Cash Proceeds in accordance with Section 2.13(e).

(e) Mandatory prepayments of outstanding Term Loans under this Agreement shall be applied in direct order of maturity to the remaining scheduled installments of principal due in respect of the Term Loans under Section 2.11.

(f) The Borrower shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.13, (i) a certificate signed by a Financial Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) (other than in connection with a mandatory prepayment under Section 2.13(a)) at least three (3) Business Days prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid. All prepayments of Borrowings under this Section 2.13 shall be subject to Section 2.05(b) and Section 2.16, but shall otherwise be without premium or penalty, and shall be accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment.

(g) Each Term Lender may reject all (but not less than all) of its applicable share of any mandatory prepayment (such declined amounts, the “**Declined Proceeds**”) of Term Loans required to be made pursuant to this Section 2.13 by providing written notice (each, a “**Rejection Notice**”) to the Administrative Agent no later than 5:00 p.m., New York City time, one (1) Business Day after the date of such Lender’s receipt of notice from the Administrative Agent regarding such prepayment. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Loans. Any Declined Proceeds shall be retained by the Borrower and may be used for any purpose not prohibited by this Agreement.

SECTION 2.14. **Increased Costs; Capital Adequacy.** (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of or credit extended by any Lender (except any such reserve requirement which is reflected in the Adjusted LIBO Rate);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making or maintaining any Loan or to reduce the amount of any sum received or receivable by such Lender or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or such other Recipient, as the case may be, upon demand such additional amount or amounts as will compensate such Lender or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender shall have determined that any Change in Law regarding capital adequacy or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity) then from time to time the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender or such other Recipient setting forth the amount or amounts necessary to compensate such Lender, or such other Recipient or the holding company, as applicable, as specified in paragraph (a) or (b) above shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such other Recipient the amount shown as due on any such certificate delivered by it within ten (10) days after its receipt of the same.

(d) Failure or delay on the part of any Lender or other such Recipient to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such other Recipient's right to demand such compensation; *provided* that the Borrower shall not be required to compensate any Lender or other such Recipient under paragraph (a) or (b) above pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or other Recipient, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or other such Recipient's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 2.15. *Change in Legality.* (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for any Lender to make or maintain any Eurodollar Loan or to give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan, then, by written notice to the Borrower and to the Administrative Agent:

(i) such Lender may declare that Eurodollar Loans will not thereafter (for the duration of such unlawfulness) be made by such Lender hereunder (or be continued for additional Interest Periods) and ABR Loans will not thereafter (for such duration) be converted into Eurodollar Loans, whereupon any request for a Eurodollar Borrowing (or to convert an ABR Borrowing to a Eurodollar Borrowing or to continue a Eurodollar Borrowing for an additional Interest Period) shall, as to such Lender only, be deemed a request for an ABR Loan (or a request to continue an ABR Loan as such or to convert a Eurodollar Loan into an ABR Loan, as the case may be), unless such declaration shall be subsequently withdrawn; and

(ii) such Lender may require that all outstanding Eurodollar Loans made by it be converted to ABR Loans, in which event all such Eurodollar Loans shall be automatically converted to ABR Loans as of the effective date of such notice as provided in paragraph (b) below.

In the event any Lender shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal that would otherwise have been applied to repay the Eurodollar Loans that would have been made by such Lender or the converted Eurodollar Loans of such Lender shall instead be applied to repay the ABR Loans made by such Lender in lieu of, or resulting from the conversion of, such Eurodollar Loans.

(b) For purposes of this Section 2.15, a notice to the Borrower by any Lender shall be effective as to each Eurodollar Loan made by such Lender, if lawful, on the last day of the Interest Period then applicable to such Eurodollar Loan; in all other cases such notice shall be effective on the date of receipt by the Borrower.

SECTION 2.16. **Breakage.** The Borrower shall indemnify each Lender against any loss (excluding loss of anticipated profits) or expense that such Lender may sustain or incur as a consequence of (a) any event, other than a default by such Lender in the performance of its obligations hereunder, which results in (i) such Lender receiving or being deemed to receive any amount on account of the principal of any Eurodollar Loan prior to the end of the Interest Period in effect therefor, (ii) the conversion of any Eurodollar Loan to an ABR Loan, or the conversion of the Interest Period with respect to any Eurodollar Loan, in each case other than on the last day of the Interest Period in effect therefor, or (iii) any Eurodollar Loan to be made by such Lender (including any Eurodollar Loan to be made pursuant to a conversion or continuation under Section 2.10) not being made after notice of such Loan shall have been given by the Borrower hereunder (any of the events referred to in this clause (a) being called a “**Breakage Event**”) or (b) any default in the making of any payment or prepayment required to be made hereunder. In the case of any Breakage Event, such loss shall include an amount equal to the excess, as reasonably determined by such Lender, of (i) its cost of obtaining funds for the Eurodollar Loan that is the subject of such Breakage Event for the period from the date of such Breakage Event to the last day of the Interest Period in effect (or that would have been in effect) for such Loan over (ii) the amount of interest likely to be realized by such Lender in redeploying the funds released or not utilized by reason of such Breakage Event for such period. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error.

SECTION 2.17. **Pro Rata Treatment.** Except as otherwise expressly provided herein, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each reduction of the Term Loan Commitments and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type (excluding, for the avoidance of doubt, any assignments to a Borrower or its Subsidiaries in accordance with the terms of this Agreement) shall be allocated pro rata among the Lenders in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans). Each Lender agrees that in computing such Lender’s portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender’s percentage of such Borrowing to the next higher or lower whole Dollar amount.

SECTION 2.18. **Sharing of Setoffs.** If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other Obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other

adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided that*:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.18 shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement, or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Commitments to any assignee or participant, other than to the Borrower or any of its Affiliates (as to which the provisions of this paragraph shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

SECTION 2.19. *Payments.* (a) The Borrower shall make each payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document not later than 1:00 p.m., New York City time, on the date when due in immediately available Dollars, without setoff, defense or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. Each such payment shall be made to the Administrative Agent at its offices at Eleven Madison Avenue, New York, NY 10010. The Administrative Agent shall promptly distribute to each Lender any payments received by the Administrative Agent on behalf of such Lender.

(b) Except as otherwise expressly provided herein, whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.20. *Taxes.* (a) For the avoidance of doubt, for purposes of this Section 2.20, the term “applicable law” includes FATCA.

(b) ***Payments Free of Taxes.*** Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.20) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) **Payment of Other Taxes by the Loan Parties.** The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) **Indemnification by the Loan Parties.** The Borrower shall, and shall cause the other Loan Parties to, jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.20) payable or paid by such Recipient (including amounts withheld or deducted from a payment to such Recipient) and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) **Indemnification by the Lenders.** Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(f) **Evidence of Payments.** As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.20, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) **Status of Lenders and Agents.** (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements and to satisfy any such information reporting requirements.

Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.20(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement, from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent and pursuant to Section 2.20(g)(iv), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement, from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent and pursuant to Section 2.20(g)(iv), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Sections 871(h) or 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of

such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement, from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent and pursuant to Section 2.20(g)(iv), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent or pursuant to Section 2.20(g)(iv) such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) On or prior to the Closing Date and each subsequent date on which a successor Administrative Agent is appointed hereunder, from time to time thereafter upon the reasonable request of the Borrower and pursuant to Section 2.20(g)(iv), the Administrative Agent will provide the Borrower with an executed original IRS Form W-8IMY certifying on Part I and Part IV of such IRS Form W-8IMY that it is a U.S. branch that has agreed to be treated as a U.S. person for U.S. federal withholding tax purposes with respect to payments received by it from the Borrower (or, in the case of a successor Administrative Agent, such properly completed and executed applicable IRS Form W-8 or W-9 as will permit payments to such successor Administrative Agent (solely in its capacity as an Administrative Agent hereunder) to be made without withholding or at a reduced rate of withholding if such successor Administrative Agent is entitled to such exemption or reduction of withholding tax.

(iv) Each Recipient agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) **Treatment of Certain Refunds.** If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.20 (including by the payment of additional amounts pursuant to this Section 2.20), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity

payments made under this Section 2.20 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes imposed on the receipt of such refund) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) to the extent the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) **Survival.** Each party's obligations under this Section 2.20 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 2.21. **Assignment of Commitments under Certain Circumstances; Duty to Mitigate.** (a) In the event (i) any Lender delivers a certificate requesting compensation pursuant to Section 2.14, (ii) any Lender delivers a notice described in Section 2.15, (iii) the Borrower is required to pay any Indemnified Taxes or additional amounts with respect thereto to any Lender or any Governmental Authority on account of any Lender pursuant to Section 2.20 or (iv) any Lender refuses to consent to any amendment, waiver or other modification of any Loan Document requested by the Borrower that requires the consent of a greater percentage of the Lenders than the Required Lenders or from all affected Lenders and such amendment, waiver or other modification is consented to by the Required Lenders, then, in each case, the Borrower may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in Section 9.04(b)), upon notice to such Lender, as the case may be, and the Administrative Agent, require such Lender to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all of its interests, rights and obligations under this Agreement (or, in the case of clause (iv) above, all of its interests, rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, amendment, waiver or other modification) to an Eligible Assignee that shall assume such assigned obligations (and, with respect to clause (iv) above, shall consent to such requested amendment, waiver or other modification); *provided* that (x) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority having jurisdiction, and (y) the Borrower or such assignee shall have paid to the affected Lender in immediately available funds an amount equal to the sum of the principal of and interest accrued to the date of such payment on the outstanding Loans of such Lender, respectively, plus all Fees and other amounts accrued for the account of such Lender hereunder with respect thereto (including any amounts under Sections 2.14 and 2.16 and, if applicable, the prepayment fee pursuant to Section 2.05(b)); *provided further* that if prior to any such transfer and assignment the circumstances or event that resulted in such Lender's claim for compensation under Section 2.14, notice under Section 2.15 or the amounts paid pursuant to Section 2.20, as the case may be, cease to cause such Lender to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, cease to have the consequences specified in Section 2.15 or cease to result in amounts being payable under Section 2.20, as the case may be (including as a result of

any action taken by such Lender pursuant to paragraph (b) below), or if such Lender shall waive its right to claim further compensation under Section 2.14 in respect of such circumstances or event, shall withdraw its notice under Section 2.15 or shall waive its right to further payments under Section 2.20 in respect of such circumstances or event or shall consent to the proposed amendment, waiver, consent or other modification, as the case may be, then such Lender shall not thereafter be required to make any such transfer and assignment hereunder. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Acceptance necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 2.21(a).

(b) If (i) any Lender shall request compensation under Section 2.14, (ii) any Lender delivers a notice described in Section 2.15 or (iii) the Borrower is required to pay any Indemnified Taxes or additional amount with respect thereto to any Lender or any Governmental Authority on account of any Lender pursuant to Section 2.20, then such Lender shall use reasonable efforts (which shall not require such Lender to incur an unreimbursed loss or unreimbursed cost or expense or otherwise take any action inconsistent with its internal policies or legal or regulatory restrictions or suffer any disadvantage or burden deemed by it to be significant) (x) except in the case of a requirement to pay Indemnified Taxes or additional amounts with respect thereto pursuant to Section 2.20, to file any certificate or document reasonably requested in writing by the Borrower or (y) to assign its rights (other than its existing rights to payments pursuant to Section 2.14 or Section 2.20) and delegate and transfer its obligations hereunder to another of its offices, branches or affiliates, if such filing or assignment would reduce its claims for compensation under Section 2.14 or Section 2.20 enable it to withdraw its notice pursuant to Section 2.15 or would reduce amounts payable pursuant to Section 2.20, as the case may be, in the future. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such filing or assignment, delegation and transfer.

SECTION 2.22. Incremental Facilities. (a). The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount such that, after giving effect thereto, the Aggregate Incremental Amount does not exceed the Incremental Cap. Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of \$1,000,000 and a minimum amount of \$5,000,000), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective (which shall not be less than ten (10) Business Days nor more than sixty (60) days after the date of such notice (or such longer or shorter periods as the Administrative Agent shall agree)) and (iii) whether such Incremental Term Loan Commitments are commitments to make Term Loans of the same Class as the Term Loans or commitments to make Term Loans of a different Class than the Term Loans. The Borrower may seek Incremental Term Loan Commitments from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) or any Additional Lender.

(b) It shall be a condition precedent to the effectiveness of any Incremental Term Loan Commitment and the incurrence of the Incremental Term Loans that (i) no Default or Event of Default shall have occurred and be continuing immediately prior to or immediately after giving effect to such Incremental Term Loan Commitment or the incurrence of such Incremental Term Loan, as applicable, (ii) the Borrower would be in compliance with the Financial Covenants and the Net First Lien Leverage Ratio shall not exceed 3.25:1.00, in each case determined on an Incremental Pro Forma Basis as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), (iii) the representations and warranties set forth in Article III and in each other Loan Document shall be true and correct in all material respects on and as of the date such Incremental Term Loan Commitments become effective and the Incremental Term Loans are incurred and (iv) the terms of such Incremental Term Loan Commitments and the Incremental Loans thereunder shall comply with Section 2.22(c).

(c) The terms of the Incremental Term Loans shall be determined by the Borrower and the Incremental Term Lenders and set forth in an Additional Credit Extension Amendment; *provided* that (i) the final maturity date of any Incremental Term Loans shall be no earlier than the Latest Maturity Date in effect at the time, (ii) the average life to maturity of the Incremental Term Loans shall be no shorter than the remaining average life to maturity of the Term Loans, (iii) the Incremental Term Loans will rank *pari passu* in right of payment and with respect to security with the Term Loans and the borrower and guarantors of the Incremental Term Loans shall be the same as the Borrower and Guarantors with respect to the Term Loans, (iv) if the All-in Yield on such Incremental Term Loans exceeds the initial All-in Yield of the Term Loans by more than 50 basis points (the amount of such excess above 50 basis points being referred to herein as the “*Yield Differential*”), then the Applicable Margin (at each level) for the Term Loans shall automatically be increased by the Yield Differential, effective upon the making of such Incremental Term Loans and (v) to the extent the terms of the Incremental Term Loans are inconsistent with the terms set forth herein (except as set forth in clause (i) through (iv) above), such terms shall be reasonably satisfactory to the Administrative Agent.

(d) In connection with any Incremental Term Loan Commitments, the Borrower, the Administrative Agent and each applicable Incremental Term Loan Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Loan Lender. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Additional Credit Extension Amendment. Any Additional Credit Extension Amendment may, without consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.22, including any amendments necessary to establish the Incremental Term Loans and/or Incremental Term Commitments as a new Class or tranche of Term Loans and such other technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Class or tranche, in each case on terms consistent with this Section 2.22.

SECTION 2.23. ***Amend and Extend Transactions.*** (a) The Borrower may, by written notice to the Administrative Agent from time to time, request an extension (each, an “*Extension*”) of the Maturity Date of any Class of Loans and Commitments to the extended maturity date specified in such notice. Such notice shall set forth (i) the amount of the applicable Class of Term Loans to be extended (which shall be in minimum increments of \$1,000,000 and a minimum amount of \$5,000,000), (ii) the date on which such Extension is requested to become effective (which shall be not less than ten (10) Business Days nor more than sixty (60) days after the date of such Extension (or such longer or shorter periods as the Administrative Agent shall agree)) and (iii) identifying the relevant Class of Term Loans to which such Extension relates. Each Lender of the applicable Class shall be offered (an “*Extension Offer*”) an opportunity to participate in such Extension on a pro rata basis and on the same terms and conditions as each other Lender of such Class pursuant to procedures established by, or reasonably acceptable to, the Administrative Agent. If the aggregate principal amount of Term Loans (calculated on the face amount thereof) in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans, as applicable, requested to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans of Lenders of the applicable Class shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer. The Borrower may effect no more than four Extensions pursuant to this Section 2.23.

(b) It shall be a condition precedent to the effectiveness of any Extension that (i) no Default or Event of Default shall have occurred and be continuing immediately prior to and immediately after giving effect to such Extension, (ii) the representations and warranties set forth in Article III and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Extension and (iii) the terms of such Extended Term Loans shall comply with Section 2.23(c).

(c) The terms of each Extension shall be determined by the Borrower and the applicable extending Lender and set forth in an Additional Credit Extension Amendment; *provided* that (i) the final maturity date of any Extended Term Loan shall be no earlier than the Latest Maturity Date at the time of the extension, (ii) the average life to maturity of the Extended Term Loans shall be no shorter than the remaining average life to maturity of the existing Term Loans extended thereby, (iii) the Extended Term Loans will rank *pari passu* (or more junior) in right of payment, guarantee and with respect to security with the existing Term Loans and the borrower and guarantors of the Extended Term Loans shall be the same as the borrower and guarantors with respect to the existing Term Loans, (iv) the interest rate margin, rate floors, fees, original issue discounts and premiums applicable to any Extended Term Loan shall be determined by the Borrower and the applicable extending Lender and (v) to the extent the terms of the Extended Term Loans are inconsistent with the terms set forth herein (except as set forth in clause (i) through (iv) above), such terms shall be reasonably satisfactory to the Administrative Agent.

(d) In connection with any Extension, the Borrower, the Administrative Agent and each applicable extending Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Extension. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension. Any Additional Credit Extension Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to implement the terms of any such Extension Offer, including any amendments necessary to establish Extended Term Loans as a new Class or tranche of Term Loans, and such other technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Class or tranche (including to preserve the pro rata treatment of the extended and non-extended Classes or tranches), in each case on terms consistent with this Section 2.23).

ARTICLE III *Representations and Warranties*

The Borrower represents and warrants to the Administrative Agent, the Collateral Agent and each of the Lenders on the Closing Date and on each other date contemplated by Article IV that:

SECTION 3.01. **Organization; Powers.** The Borrower and each of the Subsidiaries (a) is duly organized and/or established, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its organization or establishment, as applicable, (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted except where the failure to have the same could not reasonably be expected to have a Material Adverse Effect, (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure so to qualify could not

reasonably be expected to result in a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow hereunder.

SECTION 3.02. **Authorization.** The Transactions (a) have been duly authorized by all requisite corporate or limited liability company, as applicable, and, if required, stockholder or member, as applicable, action and (b) will not (i) violate (A) any provision of (1) law, statute, rule or regulation, or (2) the certificate or articles of incorporation, partnership agreement or other constitutive documents or by-laws of the Borrower or any Subsidiary, (B) any order of any Governmental Authority or (C) any provision of any indenture, agreement or other instrument to which the Borrower or any Subsidiary is a party or by which any of them or any of their property is or may be bound, (ii) be in conflict with, result in a breach of or constitute (alone or with the giving of notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any such indenture, agreement or other instrument except, in the case of each of clauses (i) (other than (A)(2)) or (ii), where such violation, breach or default could not reasonably be expected to result in a Material Adverse Effect or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by the Borrower or any Subsidiary (other than any Lien created hereunder or under the Security Documents).

SECTION 3.03. **Enforceability.** This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document when executed and delivered by each Loan Party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

SECTION 3.04. **Governmental Approvals.** No action, consent or approval of, registration or filing with or any other action by any Governmental Authority or third party is or will be required in connection with the Transactions, except for (a) the filing of Uniform Commercial Code financing statements and filings of the Notice of Grant of Security Interest in Patents, the Notice of Grant of Security Interest in Trademarks and the Notice of Grant of Security Interest in Copyrights with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, (b) recordation of the Mortgages and (c) such as have been made or obtained and are in full force and effect or where the failure to obtain which could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.05. **Financial Statements.** (a) The Borrower has, heretofore, delivered to the Lenders the consolidated balance sheets and related statements of income, stockholder's equity and cash flows (i) of the Borrower and its consolidated Subsidiaries as of and for the fiscal year ended April 28, 2012, audited by and accompanied by the opinion of Deloitte and Touche LLP, independent public accountants and (ii) of the Borrower and its consolidated Subsidiaries as of and for each of the three fiscal quarters thereafter, certified by its chief financial officer. Such financial statements present fairly the financial condition and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods. Such balance sheets and the notes thereto disclose all material liabilities, direct or contingent, of the Borrower and its consolidated Subsidiaries as of the dates thereof. Such financial statements were prepared in accordance with GAAP applied on a consistent basis, subject, in the case of unaudited financial statements, to year-end audit adjustments and the absence of footnotes.

(b) The Borrower has, heretofore, delivered to the Lenders its unaudited pro forma consolidated balance sheet and related pro forma statements of income, stockholder's equity and cash flows as of April 27, 2013, prepared giving effect to the Transactions as if they had occurred, with respect to such balance sheet, on such date and, with respect to such other financial statements, on the first day of the 12-month period ending on such date. Such pro forma financial statements have been prepared in good faith by the Borrower, based on the assumptions used to prepare the pro forma financial information contained in the Confidential Information Memorandum (which assumptions are believed by the Borrower on the date hereof and on the Closing Date to be reasonable), are based on the best information available to the Borrower as of the date of delivery thereof, accurately reflect, in all material respects, all adjustments required to be made to give effect to the Transactions and present fairly on a Pro Forma Basis the estimated consolidated financial position of the Borrower and its consolidated Subsidiaries as of such date and for such period, assuming that the Transactions had actually occurred at such date or at the beginning of such period, as the case may be.

(c) The forecasts of consolidated balance sheets income statements and cash flow statements of the Borrower and its Subsidiaries for each fiscal year ending after the Closing Date until the fourth anniversary of the Closing Date, copies of which have been furnished to the Administrative Agent prior to the Closing Date, and all projections delivered pursuant to Section 5.04(e), have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time made and at the time such forecasts and projections were made available, it being understood that projections as to future events are not to be viewed as facts and actual results may vary materially from such projections and forecast.

SECTION 3.06. **No Material Adverse Effect.** Since April 23, 2013, no event or circumstance has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect or a material adverse effect on the Transactions.

SECTION 3.07. **Title to Properties; Possession under Leases.** (a) Each of the Borrower and the Subsidiaries has, in all material respects, good and marketable title to, valid leasehold interests in, or easements, licenses or other limited property interests in, all its properties that are necessary for the operation of their respective businesses as currently conducted and as proposed to be conducted, free and clear of all Liens (other than Liens permitted by Section 6.02).

(b) Each of the Borrower and the Subsidiaries has complied with all material obligations under all material leases to which it is a party and all such leases are in full force and effect. Each of the Borrower and the Subsidiaries enjoys peaceful and undisturbed possession under all such material leases.

(c) As of the Closing Date, (i) no real property or other assets material to the Borrower and its Subsidiaries is affected by any fire or other casualty (whether or not covered by insurance) and (ii) the Borrower has not received any notice of, nor has any knowledge of, any pending or contemplated condemnation proceeding (or any sale or disposition thereof in lieu of condemnation) affecting any real property or other assets material to the Borrower or its Subsidiaries.

(d) As of the Closing Date, none of the Borrower or any of the Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein.

SECTION 3.08. **Subsidiaries.** Schedule 3.08 sets forth as of the Closing Date a list of all Subsidiaries and the percentage ownership interest of the Borrower therein. The shares of capital stock or other ownership interests so indicated on Schedule 3.08 are fully paid and nonassessable and are owned by the Borrower, directly or indirectly, free and clear of all Liens (other than Liens created under the Security Documents, the ABL Facility Documentation and nonconsensual Liens permitted by Section 6.02).

SECTION 3.09. **Litigation; Compliance with Laws.** (a) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any Subsidiary or any business, property or rights of any such Person (i) that involve any Loan Document or the Transactions or (ii) that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) None of the Borrower or any of the Subsidiaries or any of their respective material properties or assets is in violation of, nor will the continued operation of their material properties and assets as currently conducted violate, any law, rule or regulation (including any zoning, building, Environmental Law, ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting the Mortgaged Property, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such violation or default has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Certificates of occupancy and permits are in effect for each Mortgaged Property as currently constructed, and true and complete copies of such certificates of occupancy have been delivered to the Collateral Agent as mortgagee with respect to each Mortgaged Property.

SECTION 3.10. **Agreements.** None of the Borrower or any of the Subsidiaries is in default in any manner under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other material agreement or instrument to which it is a party or by which it or any of its properties or assets are or may be bound, where such default has resulted or could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. **Federal Reserve Regulations.** (a) None of the Borrower or any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation T, U or X.

SECTION 3.12. **Investment Company Act.** None of the Borrower or any Subsidiary is required to register as an “investment company,” as defined in the Investment Company Act.

SECTION 3.13. **Use of Proceeds.** The Borrower will use the proceeds of the Loans only for the purposes specified in the introductory statement to this Agreement.

SECTION 3.14. **Taxes.** Each of the Borrower and the Subsidiaries has filed or caused to be filed all material U.S. federal, state, local and foreign tax returns or materials required to have been filed by it and has paid or caused to be paid all material Taxes due and payable by it and all assessments received by it, except Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or the applicable Subsidiary, as applicable, shall have set aside on its books adequate reserves.

SECTION 3.15. **No Material Misstatements.** None of (a) the Confidential Information Memorandum or (b) any other information, report, financial statement, exhibit or schedule (excluding the projections, forecasts or other forward-looking information and financial information referred to below) furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain as of the date the same was or is furnished any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading; *provided* that, to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, the Borrower represents and warrants only that such materials are based upon good faith estimates and assumptions believed by management to be reasonable at the time made, in light of the circumstances under which they were made and at the time furnished (and based upon accounting principles consistent with the historical audited financial statements of the Borrower), and due care in the preparation of such information, report, financial statement, exhibit or schedule (it being understood that forecasts and projections are subject to uncertainties and that there can be no assurance such results will be achieved).

SECTION 3.16. **Employee Benefit Plans.** Except as would not reasonably be expected to result in a Material Adverse Effect, with respect to each employee benefit plan as defined in Section 3(3) of ERISA, the Borrower and its Subsidiaries are in compliance with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, has resulted or could reasonably be expected to result in a Material Adverse Effect. There exists no Unfunded Pension Liability with respect to any Plans that could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.17. **Environmental Matters.** (a) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of the Borrower or any of the Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(b) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect: (i) each Mortgaged Property is and has been in compliance with all Environmental Law and has obtained, maintained and complied with any permit, license or other approval required under any Environmental Law, (ii) there are no Environmental Liabilities that have arisen or exist in connection with or in any way relating to any of the Mortgaged Property and (iii) none of the Borrower or any of the Subsidiaries knows of any basis for any Environmental Liability in connection with or in any way relating to any of the Mortgaged Property.

(c) There has been no material environmental investigation, study, audit, test, review or other analysis conducted that is within the possession, custody or control of the Borrower or any of the Subsidiaries in relation to the current or prior business the Borrower or any Subsidiary or any property or facility now or previously owned, leased or operated by the Borrower or any Subsidiary, including the Mortgaged Properties, which has not been delivered to the Lenders at least five days prior to the date hereof.

(d) For purposes of this Section, the terms “**Borrower**” and “**Subsidiary**” shall include any business or business entity which is, in whole or in part, a predecessor of the Borrower or any Subsidiary.

SECTION 3.18. **Insurance.** Schedule 3.18 sets forth a true, complete and correct description of all material insurance maintained by the Borrower or by the Borrower for its Subsidiaries as of the date hereof and the Closing Date. As of each such date, such insurance is in full force and effect and all premiums have been duly paid. The Borrower and its Subsidiaries have insurance in such amounts and covering such risks and liabilities as are in accordance with normal industry practice.

SECTION 3.19. **Security Documents.** (a) The Guarantee and Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (other than the Mortgaged Property) and the proceeds thereof and (i) when the Pledged Collateral (as defined in the Guarantee and Collateral Agreement) is delivered to the Collateral Agent, the Lien created under Guarantee and Collateral Agreement shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Collateral, in each case prior and superior in right to any other Person, and (ii) when the financing statements in appropriate form are filed in the offices specified on Schedule 3.19(a), the Lien created under the Guarantee and Collateral Agreement will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Collateral described in such statements (other than Intellectual Property), in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.02.

(b) Upon the recordation of the Notice of Grant of Security Interest in Patents, the Notice of Grant of Security Interest in Trademarks and the Notice of Grant of Security Interest in Copyrights substantially in the form of Exhibit B, Exhibit C and Exhibit D, respectively, to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, together with the financing statements in appropriate form filed in the offices specified on Schedule 3.19(a), the Lien created under the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Intellectual Property consisting of material issued or pending United States patents, material registered or pending United States trademarks and material registered United States copyrights in which a security interest may be perfected by filing in the United States and its territories and possessions, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.02 (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on United States registered trademarks, issued patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the date hereof).

(c) Upon due execution and delivery thereof, each Mortgage will be effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable first priority Lien on all of the applicable Loan Party’s right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgage is filed in the offices specified on Schedule 3.19(c), such Mortgage shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of such Loan Party in such Mortgaged Property and the proceeds thereof, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.02.

SECTION 3.20. **Location of Real Property.** Schedule 3.20 lists completely and correctly as of the Closing Date all real property owned by the Borrower and the Subsidiaries and the addresses thereof.

SECTION 3.21. **Intellectual Property.** The Borrower and each Subsidiary owns or is licensed to use all intellectual property material to its respective business, and neither the use thereof nor the conduct of their respective businesses infringes, misappropriates or otherwise violates the intellectual property rights of any other Person, except for any such infringements, misappropriations and other violations that could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.22. **Labor Matters.** As of the date hereof and the Closing Date, there are no strikes, lockouts or slowdowns against the Borrower or any Subsidiary pending or, to the knowledge of the Borrower, threatened. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, the hours worked by and payments made to employees of the Borrower and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower or any Subsidiary is bound.

SECTION 3.23. **Solvency.** Immediately after the consummation of the Transactions to occur on the Closing Date, the Borrower and its Subsidiaries, taken as a whole, are Solvent.

SECTION 3.24. **Senior Indebtedness.** The Obligations constitute “*Senior Debt*” and “*Designated Senior Debt*” under and as defined in any subordinated Indebtedness that is a Material Indebtedness.

SECTION 3.25. **Sanctioned Persons.** None of the Borrower or any Subsidiary nor, to the knowledge of the Borrower, any director, officer, agent, employee or Affiliate of the Borrower or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“*OFAC*”); and the Borrower will not directly or indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

SECTION 3.26. **Foreign Corrupt Practices Act.** Each of the Borrower, the Subsidiaries and their respective directors, officers, agents, employees, and any person acting for or on behalf of the Borrower or such Subsidiaries has complied with, and will comply with, the U.S. Foreign Corrupt Practices Act, as amended from time to time, or any other applicable anti-bribery or anti-corruption law, and it and they have not made, offered, promised, or authorized, and will not make, offer, promise, or authorize, whether directly or indirectly, any payment, of anything of value to: (a) an executive, official, employee or agent of a governmental department, agency or instrumentality, (b) a director, officer, employee or agent of a wholly or partially government-owned or government-controlled company or business, (c) a political party or official thereof, or candidate for political office or (d) an executive, official, employee or agent of a public international organization (e.g., the International

Monetary Fund or the World Bank) (“**Government Official**”); while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (i) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (ii) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity or (iii) securing an improper advantage; in order to obtain, retain, or direct business.

SECTION 3.27. **Anti-Terrorism Law.** Neither the Borrower nor any of the Subsidiaries is in violation of any legal requirement relating to any laws with respect to terrorism or money laundering (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the “**Executive Order**”) and the USA PATRIOT Act.

ARTICLE IV

Conditions of Lending

The obligations of the Lenders to make Loans hereunder are subject to the satisfaction of the following conditions:

SECTION 4.01. **Conditions of Borrowing.** On the Closing Date:

(a) The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.02).

(b) The representations and warranties set forth in Article III and in each other Loan Document shall be true and correct in all material respects on and as of the Closing Date, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(c) On the Closing Date, no Default or Event of Default shall have occurred and be continuing.

(d) The Administrative Agent shall have received, on behalf of itself, the Lenders, a favorable written opinion of (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel for the Borrower, in form and substance reasonably satisfactory to the Administrative Agent and (ii) each local counsel listed on Schedule 4.02(a), dated as of the Closing Date and substantially to the effect set forth in Exhibit 4.02(A), in each case dated the Closing Date.

(e) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or comparable organizational document), including all amendments thereto, of each Loan Party, certified as of a recent date by the Secretary of State (or comparable entity) of the jurisdiction of its organization, and a certificate as to the good standing (where such concept is applicable) of each Loan Party as of a recent date, from such Secretary of State (or comparable entity), (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the by-laws of such Loan Party as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or comparable governing body) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Loan Party is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force

and effect, (C) that the certificate or articles of incorporation (or comparable organizational document) of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

(f) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Financial Officer of the Borrower, confirming compliance with the conditions precedent set forth in paragraphs (b), and (c) of this Section 4.01.

(g) Contemporaneously with the closing, the Administrative Agent shall have received all Fees, all fees payable under the Fee Letter and all other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(h) The Administrative Agent shall have received duly executed counterparts of this Agreement from each party hereto.

(i) (i) the Administrative Agent shall have received duly executed counterparts of each Security Document required to be executed at Closing from each party thereto and (ii) the Security Documents shall be in full force and effect on the Closing Date and the Collateral Agent on behalf of the Secured Parties shall have a perfected security interest in the Collateral of the type and priority described in each Security Document.

(j) The Collateral Agent shall have received a Perfection Certificate with respect to the Loan Parties dated the Closing Date and duly executed by a Responsible Officer of the Borrower, and shall have received the results of a search of the Uniform Commercial Code filings (or equivalent filings) made with respect to the Loan Parties in the states (or other jurisdictions) of formation of such Persons, in which the chief executive office of each such Person is located and in the other jurisdictions in which such Persons maintain property, in each case as indicated on such Perfection Certificate, together with copies of the financing statements (or similar documents) disclosed by such search, and accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in any such financing statement (or similar document) would be permitted under Section 6.02 or have been or will be contemporaneously released or terminated (or are otherwise required to be released pursuant to the terms of a payoff letter reasonably acceptable to Collateral Agent).

(k) The Administrative Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 5.02 and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a customary lender's loss payable endorsement and to name the Collateral Agent as additional insured, in form and substance reasonably satisfactory to the Administrative Agent.

(l) The Borrower shall have used commercially reasonable efforts to obtain a public corporate credit rating from S&P and a public corporate family rating from Moody's, in each case with respect to the Borrower, and public ratings for the Term Facility from each of S&P and Moody's.

(m) All principal, premium, if any, interest, fees and other amounts due or outstanding under the Existing Credit Agreements shall have been or will be, substantially simultaneously with the initial funding of the Loans on the Closing Date, repaid, restructured or reinstated as expressly contemplated by the Plan of Reorganization, the commitments thereunder terminated and all guarantees and security in support thereof discharged and released, and the Administrative Agent shall have received reasonably satisfactory evidence thereof (it being understood and agreed that such evidence shall be payoff letters from the administrative agents under the Existing Credit Agreements reasonably satisfactory to the Administrative Agent, or, if such letters are not available, appropriate provisions reasonably satisfactory to the Administrative Agent in the Plan Confirmation Order confirming such discharge and release). Immediately after giving effect to the Transactions and the other transactions contemplated hereby, the Borrower and the Subsidiaries shall have outstanding no Indebtedness or preferred stock other than (a) Indebtedness outstanding under this Agreement and (b) other Indebtedness permitted under this Agreement.

(n) The Lenders shall have received the financial statements and opinion referred to in Section 3.05.

(o) The Administrative Agent shall have received a certificate from the chief financial officer of the Borrower certifying that each of the Loan Parties after giving effect to the Transactions to occur on the Closing Date, is Solvent.

(p) All requisite Governmental Authorities and third parties shall have approved or consented to the Transactions and the other transactions contemplated hereby to the extent required or reasonably requested by the Agent, all applicable appeal periods shall have expired and there shall not be any pending or threatened litigation, governmental, administrative or judicial action that has resulted or could reasonably be expected to restrain, prevent or impose burdensome conditions on the Transactions or the other transactions contemplated hereby (other than the Plan Confirmation Order, which is addressed in paragraph (s) of this Section 4.01).

(q) The Lenders shall have received, at least five (5) days prior to the Closing Date, to the extent requested, all documentation and other information required by regulatory authorities under applicable “*know your customer*” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(r) The ABL Facility Documentation shall have been executed and delivered on terms reasonably satisfactory to the Lenders, with a copy delivered to the Administrative Agent.

(s) Each of the Plan of Reorganization Confirmation Requirements shall have been satisfied or waived with the consent of Arranger.

Notwithstanding anything to the contrary herein or in any other Loan Document, it is understood and agreed that to the extent any security interest in any Collateral is not or cannot be perfected (or, in the case of Mortgages, granted) or any Real Estate Collateral Requirements satisfied on or before the Closing Date (other than the perfection of the security interests in Equity Interests of the Borrower and the Domestic Subsidiaries (to the extent required under the terms of the Guarantee and Collateral Agreement) and assets with respect to which a Lien may be perfected by the filing of a financing statement under the UCC or an intellectual property notice filing with the United States Patent and Trademark Office or the United States Copyright Office) after the Loan Parties’ use of commercially reasonable efforts to do so, then the perfection (or, in the case of Mortgages, grant) of a security interest in such Collateral or, if

applicable, failure to satisfy any Real Estate Collateral Requirement, shall not constitute a condition precedent to availability of the Credit Facilities on the Closing Date, but instead shall be required to be perfected (or, in the case of Mortgages, granted) within 90 days after the Closing Date (which period may be extended with the consent of the Collateral Agent in its sole discretion) pursuant to arrangements to be mutually agreed by the Administrative Agent and the Borrower acting reasonably.

ARTICLE V

Affirmative Covenants

The Borrower covenants and agrees with each Lender that so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full, unless the Required Lenders shall otherwise consent in writing, the Borrower will, and will cause each of the Subsidiaries to:

SECTION 5.01. *Existence; Compliance with Laws; Businesses and Properties.* (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05.

(b) Do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises, authorizations and intellectual property material to the conduct of its business; maintain and operate such business in substantially the manner in which it is presently conducted and operated and comply in all material respects with all applicable laws, rules, regulations and decrees and orders of any Governmental Authority, whether now in effect or hereafter enacted.

(c) The Loan Parties shall, and shall cause each Subsidiary to (i) maintain, preserve, and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, casualty or condemnation excepted, (ii) make all necessary renewals, repairs, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice in order that the business carried on in connection therewith may be properly conducted at all times and (iii) keep all material leases to which any Loan Party is a party in full force and effect.

SECTION 5.02. *Insurance.* (a) Keep its insurable properties adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it and maintain such other insurance as may be required by law.

(b) Cause all such policies covering any Collateral to be endorsed or otherwise amended to include a customary lender's loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, which endorsement shall provide that, from and after the Closing Date, if the insurance carrier shall have received written notice from the Administrative Agent or the Collateral Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to the Borrower or the Loan Parties under such policies directly to the

Collateral Agent; cause all such policies to provide that neither the Borrower, the Administrative Agent, the Collateral Agent nor any other party shall be a coinsurer thereunder and to contain a “**Replacement Cost Endorsement**,” without any deduction for depreciation, and such other provisions as the Administrative Agent or the Collateral Agent may reasonably require from time to time to protect their interests; deliver original or certified copies of all such policies to the Collateral Agent; cause each such policy to provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium upon not less than 10 days’ prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent (giving the Administrative Agent and the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason upon not less than 30 days’ prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent and deliver to the Administrative Agent and the Collateral Agent, prior to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor.

(c) If at any time the area in which the Premises (as defined in the Mortgages) are located is designated (i) a “*flood hazard area*” in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance, if so requested by any Lender, in such total amount as the Administrative Agent, the Collateral Agent or the Required Lenders may from time to time require and otherwise comply with the NFIP as set forth in the Flood Laws or (ii) a “*Zone I*” area, obtain earthquake insurance in such total amount as the Administrative Agent, the Collateral Agent or the Required Lenders may from time to time require. Following the Closing Date, the Borrower shall deliver to the Collateral Agent annual renewals of the flood insurance policy or annual renewals of a force-placed flood insurance policy for each Mortgaged Property if flood insurance for such Mortgaged Property was requested by any Lender. In connection with any amendment to this Agreement pursuant to which any increase, extension, or renewal of Loans is contemplated, the Borrower shall, if requested by any Lender, cause to be delivered to the Collateral Agent for any Mortgaged Property, a Flood Determination Form, Borrower Notice and Evidence of Flood Insurance, as applicable.

(d) With respect to any Mortgaged Property, carry and maintain comprehensive general liability insurance including the “*broad form CGL endorsement*” and coverage on an occurrence basis against claims made for personal injury (including bodily injury, death and property damage) and umbrella liability insurance against any and all claims, in no event for a combined single limit of less than that which is customary for companies in the same or similar businesses operating in the same or similar locations, naming the Collateral Agent as an additional insured, on forms satisfactory to the Collateral Agent.

(e) Notify the Administrative Agent and the Collateral Agent promptly whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 5.02 is taken out by any Loan Party and promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies.

SECTION 5.03. *Obligations and Taxes.* Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all Taxes, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, might give rise to a Lien upon such properties or any part thereof; *provided* that such payment and discharge shall not be required with respect to any such Tax

so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings, the Borrower shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP, such contest operates to suspend collection of the contested obligation, tax, assessment or charge and enforcement of a Lien and, in the case of a Mortgaged Property, there is no risk of forfeiture of such property.

SECTION 5.04. **Financial Statements, Reports, etc.** In the case of the Borrower, furnish to the Administrative Agent, which shall furnish to each Lender:

(a) within 120 days after the end of the 2013 fiscal year and within 90 days after each fiscal year thereafter, its consolidated balance sheet and related statements of income, stockholders' equity and cash flows showing the financial condition of the Borrower and its consolidated Subsidiaries as of the close of such fiscal year and the results of its operations and the operations of such Subsidiaries during such year, together with comparative figures for the immediately preceding fiscal year, all audited by Deloitte & Touche LLP or other independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall be without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements fairly present the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, together with a customary "management discussion and analysis" provision;

(b) within 60 days after the end of the first quarter of the 2014 fiscal year, and thereafter 45 days after the end of each of the first three fiscal quarters of each fiscal year, its consolidated balance sheet and related statements of income, stockholders' equity and cash flows showing the financial condition of the Borrower and its consolidated Subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of such Subsidiaries during such fiscal quarter and the then elapsed portion of the fiscal year, and, other than with respect to quarterly reports during the remainder of the first fiscal year after the Closing Date, comparative figures for the same periods in the immediately preceding fiscal year, all certified by one of its Financial Officers as fairly presenting the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments, together with a customary "management discussion and analysis" provision;

(c) Reserved;

(d) concurrently with any delivery of financial statements under paragraph (a) or (b) above, a certificate of a Financial Officer in the form of Exhibit E (i) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (ii) setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the Financial Covenants and, in the case of a certificate delivered with the financial statements required by paragraph (a) above, setting forth the Borrower's calculation of Excess Cash Flow and Available Amount (and any utilization thereof during such period);

(e) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such statements (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations) certifying that as of the last day of the immediately preceding fiscal year no Event of Default or Default has occurred with respect to the Financial Covenants or, if such an Event of Default or Default has occurred, specifying the extent thereof in reasonable detail;

(f) within 30 days after the beginning of each fiscal year of the Borrower, a detailed consolidated budget for such fiscal year (including a projected consolidated balance sheet and related statements of projected operations and cash flows as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget) and, promptly when available, any significant revisions of such budget;

(g) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed to its shareholders, as the case may be;

(h) promptly after the receipt thereof by the Borrower or any of the Subsidiaries, a copy of any “ **management letter**” received by any such Person from its certified public accountants and the management’s response thereto;

(i) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable “ **know your customer**” and anti-money laundering rules and regulations, including the USA PATRIOT Act; and

(j) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

SECTION 5.05. **Litigation and Other Notices.** Furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any threat or notice of intention of any Person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority, against the Borrower or any Affiliate thereof that has resulted or could reasonably be expected to result in a Material Adverse Effect or that relates to any Loan Party with respect to the Plan of Reorganization or the Plan Confirmation Order;

(c) any development that has resulted or could reasonably be expected to result in a Material Adverse Effect; and

(d) any change in (i) the Borrower’s public corporate rating by S&P or public corporate family rating by Moody’s or (ii) the ratings of the Credit Facilities by S&P or Moody’s, or any notice from either such agency indicating its intent to effect such a change or to place the Borrower or the Credit Facilities on a “ **CreditWatch**” or “ **WatchList**” or any similar list, in each case with negative implications, or its cessation of, or its intent to cease, rating the Borrower or the Credit Facilities.

SECTION 5.06. *Information Regarding Collateral.* (a) Furnish to the Administrative Agent prompt written notice of any change (i) in the corporate name of any Loan Party, (ii) in the jurisdiction of organization or formation of any Loan Party, (iii) in any Loan Party's identity or corporate structure or (iv) in any Loan Party's Federal Taxpayer Identification Number. The Borrower agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral. The Borrower also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

(b) In the case of the Borrower, each year, at the time of delivery of the annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04(a), deliver to the Administrative Agent a certificate of a Financial Officer setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of the Perfection Certificate delivered on the Closing Date or the date of the most recent certificate delivered pursuant to this Section 5.06.

SECTION 5.07. *Maintaining Records; Access to Properties and Inspections; Maintenance of Ratings.* (a) Keep proper books of record and account in which full, true and correct entries in all material respects in conformity with GAAP or, with respect to Subsidiaries organized outside of the United States, the local accounting standards applicable to the relevant jurisdiction, and all requirements of law are made of all dealings and transactions in relation to its business and activities. Each Loan Party will, and will cause each of its subsidiaries to, permit any representatives designated by the Administrative Agent to visit and inspect the financial records and the properties of such Person at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Administrative Agent to discuss the affairs, finances and condition of such Person with the officers thereof and independent accountants therefor; *provided* that unless an Event of Default has occurred and is continuing, such right shall be limited to one time per year.

(b) In the case of the Borrower, use commercially reasonable efforts to cause the Credit Facilities to be continuously rated by S&P and Moody's, and in the case of the Borrower, use commercially reasonable efforts to maintain a public corporate rating from S&P and a public corporate family rating from Moody's, in each case in respect of the Borrower.

SECTION 5.08. *Use of Proceeds.* Use the proceeds of the Loans only for the purposes specified in the introductory statement to this Agreement.

SECTION 5.09. *Employee Benefits.* (a) Comply in all material respects with the provisions of ERISA and the Code applicable to employee benefit plans as defined in Section 3(3) of ERISA, (b) furnish to the Administrative Agent as soon as possible after, and in any event within ten days after any responsible officer of the Borrower or any ERISA Affiliate knows or has reason to know that, any ERISA Event has occurred or is reasonably expected to occur that, alone or together with any other ERISA Event that has occurred or is reasonably expected to occur that has resulted or could reasonably be expected to result in a Material Adverse Effect on the Borrower or any ERISA Affiliate, a statement of a Financial Officer of the Borrower setting forth details as to such ERISA Event and the action, if any, that the Borrower proposes to take with respect thereto and (c) promptly and in any event within 30 days after the filing thereof with the United States Department of Labor, furnish to the Administrative Agent copies of each Schedule SB (Actuarial Information) to the Annual Report (Form 5500 Series) with respect to each Plan.

SECTION 5.10. **Compliance with Environmental Laws.** Comply, and cause all lessees and any other Person leasing or occupying its properties to comply, in all material respects with all applicable Environmental Laws; obtain and renew all material environmental permits necessary for its operations and properties; and conduct any remedial action in accordance with Environmental Laws; *provided* that none of the Borrower or any Subsidiary shall be required to undertake any remedial action to the extent that its obligation to do so is being contested by the Borrower or any Subsidiary in good faith and by proper proceedings, appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP and any such delay or inaction with respect to such remedial action does not violate any Environmental Law.

SECTION 5.11. **Further Assurances.** (a) Execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust) that may be required under applicable law, or that the Required Lenders, the Administrative Agent or the Collateral Agent may reasonably request, in order to effectuate the transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Security Documents.

(b) If, following the Closing Date, any Domestic Subsidiary (other than any Excluded Subsidiary) is acquired or organized, or any Domestic Subsidiary ceases to be an Excluded Subsidiary, the Borrower shall promptly (and in any event within 30 days (or such longer period as the Collateral Agent shall agree) of such event) (i) notify the Collateral Agent thereof, (ii) cause such Domestic Subsidiary to become a Loan Party by executing the Guarantee and Collateral Agreement (or a supplement thereto in the form specified therein), (iii) cause (A) the Equity Interests of such Domestic Subsidiary, (B) the Equity Interests of any Domestic Subsidiary (other than any Domestic Subsidiary described in clauses (i) or (v) of the definition of "Excluded Subsidiary") owned by such Domestic Subsidiary and (C) 65% of the Equity Interests of any Foreign Subsidiary or any Subsidiary described in clause (v) of the definition of Excluded Subsidiary that (in each case) is not directly or indirectly owned by a Foreign Subsidiary, and that (in each case) is owned by such Domestic Subsidiary, to be pledged to the Collateral Agent on a first-priority basis and deliver to the Collateral Agent all certificates or other instruments representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank to the extent required by the Security Documents (subject to the ABL Intercreditor Agreement), (iv) promptly (and, in the case of any security interests in real property, as soon as reasonably practicable) cause all documents and instruments, including Uniform Commercial Code financing statements and Mortgages, required by law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents and perfect or record such Liens to the extent, and with the priority, required by the Security Documents, to be filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording, in each case except with respect to any Excluded Collateral (as defined in the Security Agreement), (v) cause each Loan Party to take all other action required by law, under the Security Documents or reasonably requested by the Collateral Agent to perfect, register and/or record the Liens granted by it thereunder and (vi) cause to be delivered to the Lenders all such instruments and documents (including legal opinions, title insurance policies and lien searches) as the Collateral Agent shall reasonably request to evidence compliance with this Section 5.11(b). For the avoidance of doubt and notwithstanding anything to the contrary, no Domestic Subsidiary shall be required to provide a Guarantee of any Excluded Swap Obligation.

(c) If any fee owned real property, is acquired by any Loan Party after the Closing Date, having a value in excess of \$2,000,000 the Borrower will notify the Collateral Agent thereof, and, if requested by the Collateral Agent or the Required Lenders, the Borrower will, no later than 90 days after such acquisition, cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be requested by the Collateral Agent to grant and perfect such Liens, including the satisfaction of the Real Estate Collateral Requirements, all at the expense of the U.S. Borrower.

SECTION 5.12. **Interest Rate Protection.** No later than the 90th day after the Closing Date (unless a later date is otherwise agreed to by the Administrative Agent), the Borrower shall enter into, and for a minimum of three years thereafter maintain, Secured Hedging Agreements reasonably acceptable to the Administrative Agent that result in at least 50% of the aggregate principal amount of the outstanding Term Loans as of such date being effectively subject to a fixed or maximum interest rate reasonably acceptable to the Administrative Agent.

SECTION 5.13. **Post-Closing Obligations.**

(a) *Real Property Collateral.* On or before a date which is 90 days following the Closing Date (unless a later date is otherwise agreed to by the Administrative Agent), the Real Estate Collateral Requirements shall have been satisfied.

(b) *Other.* Take all such actions as shall be set forth on Schedule 5.14 within the time periods specified on Schedule 5.14 (unless a later date is otherwise agreed to by the Administrative Agent).

ARTICLE VI

Negative Covenants

The Borrower covenants and agrees with each Lender that until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification and expense reimbursement obligations for which no claim has been made), unless the Required Lenders shall otherwise consent in writing, the Borrower will not, nor will it cause or permit any of the Subsidiaries to:

SECTION 6.01. **Indebtedness.** Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness existing on the date hereof and set forth on Schedule 6.01(a) and any Permitted Refinancing thereof;

(b) Indebtedness created hereunder and under the other Loan Documents;

(c) Indebtedness created under the ABL Facility Documentation, not to exceed an aggregate principal amount of \$192,500,000, and any Permitted Refinancing thereof;

(d) Intercompany Indebtedness of the Borrower and the Subsidiaries to the extent permitted by Section 6.04(c); *provided* that any such Indebtedness that is owed by a Loan Party to a Subsidiary that is not a Loan Party is subordinated to the Obligations pursuant to an Affiliate Subordination Agreement;

(e) (i) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets; *provided* that (A) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (B) the aggregate principal amount of Indebtedness permitted by this Section 6.01(e), when combined with the aggregate principal amount of all Capital Lease Obligations incurred pursuant to Section 6.01(f) shall not exceed \$5,000,000 at any time outstanding and (ii) any Permitted Refinancing of any such Indebtedness;

(f) Capital Lease Obligations and purchase money obligations in an aggregate principal amount, when combined with the aggregate principal amount of all Indebtedness incurred pursuant to Section 6.01(e), shall not exceed \$5,000,000 at any time outstanding;

(g) Indebtedness under performance bonds or with respect to workers' compensation claims, in each case incurred in the ordinary course of business;

(h) (i) Indebtedness acquired or assumed in connection with any Permitted Acquisition or other acquisition permitted under Section 6.04; *provided* that (A) such Indebtedness exists at the time of such Permitted Acquisition or other acquisition and is not created in contemplation of or in connection with such Permitted Acquisition or other acquisition, (B) immediately before and after such Person becomes a Subsidiary, no Default or Event of Default shall have occurred and be continuing and (C) the aggregate principal amount of Indebtedness permitted by this Section 6.01(h) shall not exceed \$5,000,000 at any time outstanding and (ii) any Permitted Refinancing of any such Indebtedness;

(i) Indebtedness in respect of Hedging Agreements that are (i) required by Section 5.12 or (ii) entered into in the ordinary course of business and not for speculative purposes;

(j) (i) Permitted Unsecured Debt of the Borrower or any Subsidiary incurred to finance any acquisition permitted by Section 6.04(g); *provided* that Indebtedness shall be permitted under this paragraph (j) only if, at the time of the incurrence thereof, (A) no Default or Event of Default has occurred and is continuing at such time, (B) (x) the Net Total Leverage Ratio calculated on a Pro Forma Basis shall be no greater than 3.75:1.00, and (ii) Permitted Refinancing of any such Indebtedness;

(k) Permitted Surety Bonds in an aggregate amount outstanding at any one time not to exceed \$30,000,000;

(l) Indebtedness consisting of unsecured guarantees arising with respects to customary indemnification obligations to purchasers in connection with Dispositions;

(m) financing of insurance premiums in the ordinary course of business;

(n) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards"), or cash management services, netting services, overdraft protection, and other like services, in each case incurred in the ordinary course of business;

(o) unsecured Indebtedness owing to former employees, officers or directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase by Borrower of the Equity Interests of Borrower that have been issued to such Persons, so long as (i) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness, and (ii) the aggregate amount of all such Indebtedness outstanding at any one time does not exceed \$500,000;

(p) Specified Unsecured Prepetition Debt or any Permitted Refinancing thereof, in an aggregate principal amount not to exceed \$60,000,000;

(q) Accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case on Indebtedness that otherwise constitutes Indebtedness permitted under this Section 6.01;

(r) Indebtedness incurred by Subsidiaries that are not Loan Parties in an aggregate principal amount not exceed \$2,500,000;

(s) to the extent constituting Indebtedness, customary purchase price adjustments, earn outs, indemnification obligations, unsecured guarantees thereof and similar items of the Borrower or any of its Subsidiaries in connection with Permitted Acquisitions, other acquisitions permitted under Section 6.04, Asset Sales or other Dispositions;

(t) to the extent constituting Indebtedness, the Fee Claim Reserve Amounts and the Delayed Admin Claims; and

(u) other Indebtedness of the Borrower or the Subsidiaries in an aggregate principal amount not exceeding \$5,000,000 at any time outstanding.

SECTION 6.02. **Liens.** Create, incur, assume or permit to exist any Lien on any property or assets (including Equity Interests or other securities of any Person, including the Borrower or any Subsidiary) now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except:

(a) Liens on property or assets of the Borrower and its Subsidiaries existing on the date hereof and set forth on Schedule 6.02(a); *provided* that such Liens shall secure only those obligations which they secure on the date hereof and any Permitted Refinancing thereof;

(b) any Lien created under the Loan Documents;

(c) first-priority Liens on the Current Asset Collateral and second-priority Liens on other Collateral, each in favor of the ABL Administrative Agent and subject to the ABL Intercreditor Agreement, as collateral security for the repayment of obligations incurred by the Borrower under the ABL Facility Documentation (and any Permitted Refinancings thereof);

(d) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or assets of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary, as the case may be; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, (ii) such Lien does not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien secures only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be;

(e) Liens for Taxes not yet due or which are being contested in compliance with Section 5.03;

(f) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing amounts not overdue for a period of more than 30 days, or, if more than 30 days overdue, (i) which are being contested in compliance with Section 5.03 or (ii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(g) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment insurance and other social security laws or regulations;

(h) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(i) zoning restrictions, easements, rights-of-way, restrictions on use of real property, minor defects or irregularities of title and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and do not interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(j) security interests in Indebtedness permitted by Section 6.01(e) and 6.01(f) *provided* that (i) such security interests are incurred, and the Indebtedness secured thereby is created, within 180 days after such acquisition, construction or improvement, (ii) the Indebtedness secured thereby does not exceed the lesser of the cost or the fair market value of such assets at the time of such acquisition, construction or improvement and (iii) such security interests do not apply to any other property or assets of the Borrower or any Subsidiary, other than any proceeds, products, accessions or improvements with respect to such assets; *provided* that individual financings of such assets provided by one lender may be cross-collateralized to other financings of fixed or capital assets provided by such lender;

(k) judgment Liens securing judgments not constituting an Event of Default under Section 7.01(i);

(l) Liens securing Indebtedness permitted by Section 6.01(i) (provided that such Liens may be incurred under the ABL Facility Documentation or the Loan Documents, but not both);

(m) Liens on assets of Foreign Subsidiaries; *provided* that (i) such Liens do not extend to, or encumber, assets that constitute Collateral or the Equity Interests of the Borrower or any Domestic Subsidiary (or the Equity Interests of any first-tier Foreign Subsidiary) and (ii) such Liens extending to the assets of any Foreign Subsidiary secure only Indebtedness permitted to be incurred by Foreign Subsidiaries pursuant to Section 6.01;

(n) any license or sub-license entered into in the ordinary course of business and the interest of any non-exclusive licensors under license agreements (including, for the avoidance of doubt, relating to intellectual property);

(o) any interest or title or right of a lessor or sub-lessor under any lease or sub-lease entered into in the ordinary course of business and covering only the assets so leased;

(p) Liens arising from precautionary UCC financing statements filed in connection with operating leases;

(q) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Permitted Investments on deposit in one or more accounts maintained by the Borrower or any of its Subsidiaries (including any restriction on the use of such cash and Permitted Investment), in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank or banks with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; *provided* that in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(r) Liens on cash earnest money deposits made in connection with Permitted Acquisitions or other acquisitions permitted under Section 6.04;

(s) Liens on Equity Interests in joint ventures securing obligations of such entities, and options, put and call arrangements, rights of first refusal and similar rights related to Equity Interests in joint ventures;

(t) Liens in favor of the Borrower or any Subsidiary securing Indebtedness permitted under Section 6.01(d);

(u) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 6.01(m) hereof;

(v) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties not yet delinquent in connection with the importation of goods in the ordinary course of business;

(w) Liens arising in connection with the Fee Claims Account; and

(x) other Liens securing liabilities in an aggregate amount not to exceed \$5,000,000 at any time outstanding.

SECTION 6.03. ***Sale and Lease-Back Transactions.*** Enter into any arrangement, directly or indirectly, with any Person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred unless (a) the sale or transfer of such property is permitted by Section 6.06 and (b) any Capital Lease Obligations or Liens arising in connection therewith are permitted by Sections 6.01 and 6.02, as the case may be.

SECTION 6.04. ***Investments, Loans and Advances.*** Purchase, hold or acquire any Investment in a Person except:

(a) Investments existing on the date hereof and set forth on Schedule 6.04;

(b) Permitted Investments;

(c) Investments in the Borrower or any Subsidiary; *provided* that (i) any such Investments in the form of loans and advances made by a Loan Party shall be evidenced by a promissory note pledged to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, (ii) any such Investments in the form of Equity Interests held by a Loan Party shall be pledged pursuant to the Guarantee and Collateral Agreement (subject to any limitations applicable to voting stock of a Foreign Subsidiary referred to therein) and (iii) the amount of such Investments made from the Closing Date by Loan Parties in Subsidiaries that are not Loan Parties shall not exceed \$2,500,000;

(d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(e) the Borrower and the Subsidiaries may make loans and advances in the ordinary course of business in accordance with their usual practice to their respective employees so long as the aggregate principal amount thereof at any time outstanding (determined without regard to any write-downs or write-offs of such loans and advances) shall not exceed \$1,000,000;

(f) the Borrower and the Subsidiaries may enter into Hedging Agreements that (i) are required by Section 5.12 or (ii) are entered into the ordinary course of business and not for speculative purposes;

(g) the Borrower or any Subsidiary may acquire all or substantially all the assets of a Person or line of business of such Person or not less than 75% of the Equity Interests of a Person (referred to herein as the “**Acquired Entity**”); *provided* that (i) the Acquired Entity shall be in a similar line of business as that of the Borrower and the Subsidiaries as conducted during the current and most recent calendar year and (ii) at the time of such transaction (A) both before and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, (B) (x) the Net Total Leverage Ratio, calculated on a Pro Forma Basis, shall be no greater than 3.75:1.00 and (y) the Borrower shall be in compliance on a Pro Forma Basis with the financial covenant in Section 6.13, determined as of the most recently completed fiscal quarter ending prior to such transaction for which the financial statements required by Section 5.04(a) or 5.04(b) have been delivered, (C) the total consideration paid in connection with such acquisition and any other acquisitions pursuant to this Section 6.04(g) (including any Indebtedness of the Acquired Entity that is assumed by the Borrower or any Subsidiary following such acquisition and any payments following such acquisition pursuant to earn-out provisions or similar obligations) shall not in the aggregate exceed \$50,000,000, of which not more than \$5,000,000 shall be with respect to Persons that do not become Loan Parties or assets that are not owned by Loan Parties, (D) the Borrower shall have delivered a certificate of a Financial Officer, certifying as to the foregoing and containing reasonably detailed calculations in support thereof, in form and substance satisfactory to the Administrative Agent and (E) the Borrower shall comply, and shall cause the Acquired Entity to comply, with the applicable provisions of Section 5.11 and the Security Documents (any acquisition of an Acquired Entity meeting all the criteria of this Section 6.04(g) being referred to herein as a “**Permitted Acquisition**”);

(h) to the extent constituting an Investment, Capital Expenditures permitted by Section 6.11;

(i) Investments consisting of the non-cash portion of the sales price received for Dispositions permitted by Section 6.06;

(j) lease, utility and other deposits or advances in the ordinary course of business;

(k) cash earnest money deposits made in connection with Permitted Acquisitions or other acquisitions permitted by Section 6.04;

(l) investments in the ordinary course of business consisting of endorsements for collection or deposit;

(m) acquisitions of, investments in, and loans and advances to, joint ventures, so long as the aggregate amount invested, loaned or advanced pursuant to this paragraph (m) on or after the Closing Date (determined without regard to any write-downs or write-offs of such investments, loans or advances) does not at any time outstanding exceed \$5,000,000;

(n) Investments of any Person existing at the time such person becomes a Subsidiary, or consolidates, amalgamates or merges with the Borrower or any of the Subsidiaries (including in connection with a Permitted Acquisition) (but excluding investments in subsidiaries which must be otherwise permitted by this Section 6.04) so long as such investments were not made in contemplation of such person becoming a Subsidiary or of such consolidation, amalgamation or merger; and

(o) in addition to Investments permitted by paragraphs (a) through (n) above, additional Investments by the Borrower and the Subsidiaries so long as the aggregate amount invested, loaned or advanced pursuant to this paragraph (o) (determined without regard to any write-downs or write-offs of such Investments) does not exceed (x) \$5,000,000 plus (y) the Available Amount (subject, in the case of this clause (y), to the absence of any Default and the Net Total Leverage Ratio not exceeding 2.75:1.00 on a Pro Forma Basis as of the last day of the most recently completed fiscal quarter ending prior to such transaction for which the financial statements required by Section 5.04(a) or 5.04(b) have been delivered) in the aggregate.

SECTION 6.05. *Mergers and Consolidations.* Merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of related transactions) all or substantially all the assets of the Borrower, except that (i) if at the time thereof and immediately after giving effect thereto no Event of Default or Default shall have occurred and be continuing (x) any Wholly Owned Subsidiary may merge into the Borrower in a transaction in which the Borrower is the surviving corporation, and (y) any Subsidiary may merge into or consolidate with any other Subsidiary in a transaction in which the surviving entity is a Subsidiary (*provided* that if any party to any such transaction is a Loan Party, the surviving entity of such transaction shall be a Loan Party) and (ii) the Borrower and the Subsidiaries may make Permitted Acquisitions and other Investments permitted by Section 6.04.

SECTION 6.06. *Dispositions.* Dispose of any property or assets, other than:

(a) Dispositions of damaged, worn-out, obsolete or surplus equipment and property (including intellectual property no longer material to the business of the Borrower or any of the Subsidiaries) no longer used or useful in the business of the Borrower and its Subsidiaries, in each case in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of Permitted Investments;

(d) Dispositions between and among the Borrower and the Subsidiaries; *provided* that if the transferor in such a transaction is a Loan Party, then either (x) the transferee must be a Loan Party, (y) the aggregate amount of all Dispositions made pursuant to this clause (d)(y) shall not exceed \$2,500,000 in the aggregate, or (z) the portion of any such Disposition made for less than fair market value and any non-cash consideration received in exchange for such Disposition shall in each case constitute an Investment in such Subsidiary and must be otherwise permitted hereunder;

(e) Dispositions among Subsidiaries that are not Loan Parties;

(f) the sale of services, or the termination of any contracts, in each case in the ordinary course of business;

(g) the granting of Liens permitted by Section 6.02;

(h) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof;

(i) any involuntary loss, damage or destruction of property, or any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(j) the leasing or subleasing of assets of Borrower or its Subsidiaries in the ordinary course of business;

(k) the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Borrower;

(l) (i) the lapse of registered patents, trademarks, copyrights and other intellectual property of Borrower and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of patents, trademarks, copyrights or other intellectual property rights in the ordinary course of business.

(m) the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement;

(n) a Carson-Dellosa Drag-Along Sale;

(o) Contributions of assets to joint ventures and other dispositions constituting Investments, in each case to the extent permitted under Section 6.04;

(p) Dispositions of investments in joint ventures and other non-wholly owned entities to the extent required by, or made pursuant to buy/sell arrangements between the parties set forth in, joint venture arrangements, shareholder agreements, and similar binding arrangements;

(q) Dispositions constituting the licensing or cross-licensing of intellectual property in the ordinary course of business;

(r) sale leaseback transactions with respect to property having an aggregate fair market value not to exceed \$5,000,000;

(s) Dispositions of the businesses referred to on Schedule 1.01(d); *provided* that (i) at the time of such Disposition, no Default or Event of Default shall have occurred and be continuing or would result from such Disposition, (ii) 85% of the aggregate sale price from such disposition shall be paid in cash and (iii) the Net Cash Proceeds of such Dispositions are applied in accordance with Section 2.13(a); and

(t) Dispositions not otherwise permitted hereunder; *provided* that (i) at the time of such Disposition, no Default or Event of Default shall have occurred and be continuing or would result from such Disposition, (ii) not less than seventy-five percent (75%) of the aggregate sale price from such disposition shall be paid in cash, (iii) the aggregate Net Cash Proceeds of all Dispositions pursuant to this paragraph (t) shall not exceed \$15,000,000 in any fiscal year and (iv) all such Dispositions shall be for at least the fair market value of the assets or property subject to such Disposition.

SECTION 6.07. *Restricted Payments; Restrictive Agreements*. (a) Declare or make, or agree to declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so; except

(i) any Subsidiary may declare and pay dividends or make other distributions ratably to its equity holders;

(ii) so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may repurchase its Equity Interests owned by employees of the Borrower or the Subsidiaries or make payments to employees of the Borrower or the Subsidiaries upon termination of employment in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans or in connection with the death or disability of such employees in an aggregate amount not to exceed \$1,000,000 in any fiscal year;

(iii) Restricted Payments from certain Asset Sale proceeds as contemplated by the second sentence of Section 2.13(a), in an amount not to exceed \$50,000,000; and

(iv) other Restricted Payments in an amount not to exceed the Available Amount (subject to the absence of any Default and the Net Total Leverage Ratio not exceeding 2.50:1.00 on a Pro Forma Basis as of the last day of the most recently completed fiscal quarter ending prior to such transaction for which the financial statements required by Section 5.04(a) or 5.04(b) have been delivered).

(b) Enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (i) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (ii) the ability of any Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; *provided* that (A) the foregoing shall not apply to restrictions and conditions imposed by law or by any Loan Document, (B) the foregoing shall not apply to restrictions and conditions existing on the date hereof as set forth on Schedule 6.07(b) (including any extensions or renewals thereof), (C) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale; *provided* such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (D) the foregoing shall not apply to customary provisions in licenses and sub-licenses restricting the assignment thereof, (E) the foregoing

shall not apply to restrictions and conditions imposed on any Foreign Subsidiary by the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder, (F) clause (i) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (G) clause (i) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof, (H) the foregoing shall not apply to restrictions and conditions contained in the ABL Facility Documentation; (I) the foregoing shall not apply to any agreement or other instrument of a Person acquired by the Borrower or any Subsidiary which was in existence at the time of such acquisition (but not created in contemplation thereof or in connection therewith), which restriction or condition is not applicable to any Person or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the person and its Subsidiaries, so acquired; (J) the foregoing shall not apply to customary provisions in joint venture agreements, shareholder agreements and similar agreements applicable to joint ventures and other non-wholly owned entities; and (K) the foregoing shall not apply to any restrictions or conditions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or other obligations referred to in clauses (A) through (J) above, provided that the restrictions and conditions contained in such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower no more restrictive than those restrictions and conditions in effect immediately prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing under the applicable contract, instrument or other obligation.

SECTION 6.08. **Transactions with Affiliates.** Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

- (a) transactions between or among Loan Parties,
- (b) any Restricted Payment permitted by Section 6.07;
- (c) any Investment permitted by Section 6.04;
- (d) any transaction in the ordinary course of business between the Borrower or a Subsidiary and its own employee stock option plan that is approved by the Borrower or such Subsidiary in good faith;
- (e) mergers, consolidations, amalgamations, liquidations, dissolutions and transfers of assets permitted by Sections 6.05;
- (f) the Borrower or any Wholly Owned Subsidiary may engage in transactions with any Wholly Owned Subsidiary that are consistent with past practice and that the Borrower determines to be in the best interests of the Borrower and the Subsidiaries to the extent otherwise permitted hereunder;
- (g) the Borrower or any Subsidiary may engage in any of the foregoing transactions at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties; and
- (h) any such transaction (or series of related transactions) that has a value of less than \$1,000,000.

SECTION 6.09. **Business of the Borrower and Subsidiaries**. Engage at any time in any business or business activity other than the business currently conducted by them and business activities reasonably incidental thereto.

SECTION 6.10. **Other Indebtedness and Agreements**. (a) Permit (i) any amendment to the ABL Facility Documentation, except as permitted by the ABL Intercreditor Agreement, (ii) any waiver, supplement, modification, amendment, termination or release of any indenture, instrument or agreement pursuant to which any Material Indebtedness of the Borrower or any of the Subsidiaries (other than the ABL Facility Documentation) is outstanding if the effect of such waiver, supplement, modification, amendment, termination or release would materially increase the obligations of the obligor or confer additional material rights on the holder of such Indebtedness in a manner adverse to the Borrower, any of the Subsidiaries or the Lenders or would permit payment thereunder otherwise prohibited by Section 6.10(b), *provided* that nothing in this Section 6.10(a) shall prohibit a Permitted Refinancing of any Indebtedness permitted by Section 6.01, or (iii) any waiver, supplement, modification or amendment of its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents, to the extent any such waiver, supplement, modification or amendment would be adverse to the Lenders in any material respect.

(b) Optionally prepay, redeem, repurchase, retire or otherwise acquire for consideration, or set apart any sum for the aforesaid purposes, any Indebtedness that is subordinated or secured on a junior-lien basis, or constitutes Permitted Unsecured Debt, except (x) Permitted Refinancings of Indebtedness permitted by Section 6.01 and (y) in an amount not to exceed the Available Amount (subject to the absence of any Default and the Net Total Leverage Ratio not exceeding 2.75:1.00 on a Pro Forma Basis as of the last day of the most recently completed fiscal quarter ending prior to such transaction for which the financial statements required by Section 5.04(a) or 5.04(b) have been delivered); provided that in no event shall this Section 6.10(b) prohibit any prepayments of the Indebtedness under the ABL Facility Documentation or, to the extent constituting Indebtedness, payments in respect of the Fee Claim Reserve Amount or the Delayed Admin Claims.

SECTION 6.11. **Capital Expenditures**. Permit the aggregate amount of Capital Expenditures made by the Borrower and the Subsidiaries in any period set forth below to exceed the amount set forth below for such period:

<u>Fiscal Year</u> <u>Ending</u>	<u>Amount</u>
2014	\$ 22,000,000
2015	\$25,000,000
2016	\$25,000,000
2017	\$25,000,000
2018	\$25,000,000
2019	\$25,000,000

Notwithstanding the foregoing, the amount of permitted Capital Expenditures set forth above shall be increased (but not decreased) in respect of any fiscal year commencing with the fiscal year ending on April 25, 2015, by (a) the amount of unused permitted Capital Expenditures for the immediately preceding fiscal year less (b) an amount equal to unused Capital Expenditures carried forward to such preceding fiscal year.

SECTION 6.12. **Interest Coverage Ratio.** Beginning with the fiscal quarter ending October 26, 2013, permit the Interest Coverage Ratio for any period of four consecutive fiscal quarters, in each case taken as one accounting period, ending on the last day of a fiscal quarter set forth below to be less than the ratio set forth opposite such fiscal quarter below:

<u>Fiscal Quarter Ending in</u>	<u>Interest Coverage Ratio</u>
October 2013	1.75:1.00
January 2014	2.00:1.00
April 2014	2.00:1.00
July 2014	2.45:1.00
October 2014	2.45:1.00
January 2015	2.65:1.00
April 2015	2.65:1.00
July 2015	2.65:1.00
October 2015	2.85:1.00
January 2016	2.85:1.00
April 2016	2.85:1.00
July 2016 and thereafter	3.05:1.00

SECTION 6.13. **Maximum Net Total Leverage Ratio.** Beginning with the fiscal quarter ending October 26, 2013, permit the Net Total Leverage Ratio on the last day of a fiscal quarter set forth below to be greater than the ratio set forth opposite such date below:

<u>Fiscal Quarter Ending in</u>	<u>Net Total Leverage Ratio</u>
October 2013	5.65:1.00
January 2014	5.25:1.00
April 2014	5.25:1.00
July 2014	4.90:1.00
October 2014	4.45:1.00
January 2015	4.40:1.00
April 2015	4.40:1.00
July 2015	4.40:1.00
October 2015	4.40:1.00
January 2016	4.40:1.00
April 2016	4.10:1.00
July 2016	4.05:1.00
October 2016	4.05:1.00
January 2017	4.05:1.00
April 2017 and thereafter	3.85:1.00

SECTION 6.14. **Fiscal Year.** With respect to the Borrower, change their fiscal year-end to a date other than the last Saturday of each April.

ARTICLE VII

Events of Default

SECTION 7.01. **Events of Default.** In case of the happening of any of the following events (“**Events of Default**”):

(a) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five (5) Business Days;

(d) default shall be made in the due observance or performance by the Borrower or any Subsidiary of any covenant, condition or agreement contained in Section 5.01(a), 5.05 or 5.08 or in Article VI.

(e) default shall be made in the due observance or performance by the Borrower or any Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 30 days after the notice thereof from the Administrative Agent to the Borrower (which notice shall also be given at the request of any Lender);

(f) (i) the Borrower or any Subsidiary shall fail to pay any principal or interest, regardless of amount, due in respect of any Material Indebtedness, when and as the same shall become due and payable beyond the period of grace, if any, provided in the instrument or agreement pursuant to which such Indebtedness was created, or (ii) any other event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any

trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or any Subsidiary, or of a substantial part of the property or assets of the Borrower or a Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary or for a substantial part of the property or assets of the Borrower or a Subsidiary or (iii) the winding-up or liquidation of the Borrower or any Subsidiary; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered, *provided* that this paragraph (g) shall not apply to any Immaterial Subsidiary;

(h) the Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in paragraph (g) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary or for a substantial part of the property or assets of the Borrower or any Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing; *provided* that this paragraph (h) shall not apply to any Immaterial Subsidiary;

(i) one or more judgments (excluding judgments related to the make-whole litigation in the Bankruptcy Proceeding) shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of the Borrower or any Subsidiary to enforce any such judgment and such judgment either (i) is for the payment of money in an aggregate uninsured amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment and does not deny coverage) in excess of \$5,000,000 or (ii) is for injunctive relief and has resulted or could reasonably be expected to result in a Material Adverse Effect;

(j) an ERISA Event shall have occurred or is reasonably expected to occur that, when taken either alone or together with all other such ERISA Events, has resulted or could reasonably be expected to result in a Material Adverse Effect;

(k) the ABL Intercreditor Agreement, any Guarantee under the Guarantee and Collateral Agreement for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Guarantor shall deny in writing that it has any further liability under the Guarantee and Collateral Agreement (other than as a result of the discharge of such Guarantor in accordance with the terms of the Loan Documents);

(l) any security interest purported to be created by any Security Document shall cease to be, or shall be asserted by the Borrower or any other Loan Party not to be, a valid, perfected (except as otherwise expressly provided in this Agreement or such Security Document) security interest in the securities, assets or properties covered thereby; or

(m) there shall have occurred a Change in Control;

then, and in every such event (other than an event with respect to the Borrower described in paragraph (g) or (h) above), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any event with respect to the Borrower described in paragraph (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

SECTION 7.02. **Application of Proceeds.** Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the order specified in the Guarantee and Collateral Agreement.

SECTION 7.03. **Right to Cure.** Notwithstanding anything to the contrary contained in Article VII, in the event that the Borrower fails to comply with the requirements of any Financial Covenant with respect to any fiscal quarter end, from the last day of such fiscal quarter until the expiration of the 10th Business Day subsequent to the date the certificate calculating compliance with such Financial Covenant is required to be delivered pursuant to Section 5.04(d), the Borrower shall have the right to issue Permitted Cure Securities for cash or otherwise receive cash capital contributions in the form of common equity (collectively, the “**Cure Right**”), and upon the receipt by the Borrower of such cash (the “**Cure Amount**”) and written notice to the Administrative Agent, such Financial Covenants for such period shall be recalculated by increasing Consolidated EBITDA by the amount of such Cure Amount; *provided* that (a) in each four-fiscal quarter period, there shall be at least two (2) fiscal quarters in which the Cure Right is not exercised, (b) the Cure Right may be exercised no more than four (4) times during the term of this Agreement, (c) the Cure Amount shall be no greater than the amount required for purposes of curing the non-compliance with such Financial Covenant, (d) the Cure Amount shall be applied solely to determine compliance with the Financial Covenants in accordance with this Section 7.03, and shall be disregarded for the purpose of determining pricing, financial ratio-based conditions or any baskets with respect to the covenants set forth herein, (e) the Cure Right shall not result in any pro forma reduction of Indebtedness for the purpose of calculating the Financial Covenants and (f) the Cure Amount received by the Borrower shall be used to prepay the Term Loans. If, after giving effect to the foregoing recalculations, the Borrower shall be in compliance with the requirements of such Financial Covenant, then the Borrower shall be deemed to have satisfied the requirements of the Financial Covenants, as of the

relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach of or Default with respect to such Financial Covenant that had occurred shall be deemed cured for purposes of this Agreement. To the extent a fiscal quarter for which such Financial Covenant is recalculated as a result of a Cure Right is included in the calculation of a Financial Covenant in a subsequent fiscal period, the Cure Amount shall be included in the Consolidated EBITDA for such fiscal quarter in such subsequent fiscal period.

ARTICLE VIII

The Administrative Agent and the Collateral Agent

SECTION 8.01. **Appointment and Authority.** Each Lender hereby irrevocably appoints the Administrative Agent and the Collateral Agent (for purposes of this Article VIII, the Administrative Agent and the Collateral Agent are referred to collectively as the “Agents”) its agent, and authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VIII are solely for the benefit of the Agents and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “Agent” or “agent” herein or in any other Loan Documents (or any other similar term) with reference to an Agent, is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between the contracting parties. Without limiting the generality of the foregoing, the Agents are hereby expressly authorized to (a) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents and (b) negotiate, enforce or settle any claim, action or proceeding affecting the Lenders in their capacity as such, at the direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Lender.

SECTION 8.02. **Rights as a Lender.** The institution serving as the Administrative Agent and/or the Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender, and may exercise the same as though it were not an Agent, and such bank and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not an Agent hereunder.

SECTION 8.03. **Exculpatory Provisions.** Neither Agent shall have any duties or obligations except those expressly set forth in the Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, (a) neither Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing, (b) neither Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that such Agent is instructed in writing to exercise by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.07), *provided* that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law and (c) except as expressly set forth in the Loan Documents, neither Agent shall have any

duty to disclose, nor shall it be liable for the failure to disclose, any information relating to the Borrower or any of the Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent and/or Collateral Agent or any of its Affiliates in any capacity. Neither Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders, or such other number or percentage of the Lenders as shall be necessary or as such Agent shall in good faith believe to be necessary under the circumstances as provided in Section 9.07, or in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither Agent shall be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to such Agent by the Borrower or a Lender, and neither Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Agent or (vi) compliance by Affiliated Lenders with the terms of Section 9.04(h).

SECTION 8.04. **Reliance by Administrative Agent.** Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.05. **Delegation of Duties.** Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more subagents appointed by it. Each Agent and any such subagent may perform any and all its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such subagent and to the Related Parties of each Agent and any such subagent, and shall apply to their respective activities in connection with the syndication of the Credit Facilities as well as activities as Agent. No Agent shall be responsible for the negligence or misconduct of any subagents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such subagents.

SECTION 8.06. **Resignation of the Administrative Agent.** Subject to the appointment and acceptance of a successor Agent as provided below, either Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, (or such earlier day as shall be agreed by the Required Lenders) (the “**Resignation Effective Date**”), then the retiring Agent may (but shall not be obligated to),

on behalf of the Lenders, appoint a successor Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If no successor Agent has been appointed pursuant to the immediately preceding sentence by the Resignation Effective Date, such Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent and/or Collateral Agent, as the case may be. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The Administrative Agent Fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After an Agent's resignation hereunder, the provisions of this Article VIII and Section 9.05 shall continue in effect for the benefit of such retiring Agent, its subagents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while acting as Agent.

SECTION 8.07. ***Non-Reliance on Administrative Agent and Other Lenders***. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

SECTION 8.08. ***No Other Duties, etc.*** Notwithstanding any other provision of this Agreement or any provision of any other Loan Document, the Arranger is named as such for recognition purposes only, and in its capacity as such shall have no duties, responsibilities or liabilities with respect to this Agreement or any other Loan Document; it being understood and agreed that the Arranger shall be entitled to all indemnification and reimbursement rights in favor of the Agents provided herein and in the other Loan Documents. Without limitation of the foregoing, the Arranger, in its capacity as such shall not, by reason of this Agreement or any other Loan Document, have any fiduciary relationship in respect of any Lender, Loan Party or any other Person.

SECTION 8.09. ***Agent May File Proofs of Claim***. In case of the pendency of any proceeding under any Debtor Relief Law, each Agent (irrespective of whether the principal of any Loan or Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and each Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, each Agent and their respective agents and counsel and all other amounts due the Lenders and each Agent under Sections 2.05 and 9.05) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to such Agent and, in the event that such Agent shall consent to the making of such payments directly to the Lenders, to pay to such Agent any amount due for the reasonable compensation, expenses, disbursements and advances of such Agent and its agents and counsel, and any other amounts due such Agent under Sections 2.05 and 9.05.

SECTION 8.10. *Collateral and Guarantee Matters*. (a) The Lenders irrevocably authorize the Collateral Agent, at its option and in its sole discretion:

(i) to release any Lien on any property granted to, or held by, the Collateral Agent under any Loan Document (x) on or after the date that the Obligations (other than contingent indemnity and expense reimbursement obligations as to which no claim has been made) have been paid in full and the Commitments have been terminated, (y) with respect to any property that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents or (z), if approved, authorized or ratified in writing by the Required Lenders (or such other number of Lenders as shall be required hereunder);

(ii) to subordinate any Lien on any property granted to, or held by, the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(j); and

(iii) to release any Subsidiary from its obligations under the Loan Documents if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

(b) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing, the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary from its obligations under the Loan Documents pursuant to this Section 8.10.

(c) Except as otherwise expressly set forth herein or in the Guarantee and Collateral Agreement, no Cash Management Bank or Qualified Counterparty that obtains the benefits of any Guarantee pursuant to the Guarantee and Collateral Agreement or any Collateral by virtue of the provisions hereof or of any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article VIII to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Cash Management Obligations and obligations with respect to any Secured Hedging Agreement unless the Administrative Agent has received written notice of such obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Qualified Counterparty, as the case may be.

(d) The Collateral Agent shall not be responsible for, or have a duty to, ascertain or inquire into any representation or warranty regarding the existence, value or collectability of any Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

SECTION 8.11. *Intercreditor Agreements.*

(a) The Administrative Agent and the Collateral Agent are authorized to enter into the ABL Intercreditor Agreement and the parties hereto acknowledge that the ABL Intercreditor Agreement is binding upon them. Each Lender (i) hereby consents to the subordination of the Liens on the Current Asset Collateral securing the Obligations on the terms set forth in the ABL Intercreditor Agreement with respect to the parity nature of the Liens on the Collateral, (ii) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the ABL Intercreditor Agreement and (iii) hereby authorizes and instructs the Administrative Agent and Collateral Agent to enter into the ABL Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof.

(b) The Administrative Agent and the Collateral Agent are authorized to enter into customary intercreditor agreements in order to subordinate Liens otherwise permitted by Section 6.02 to the Liens granted in favor of the Collateral Agent to secure the Obligations.

ARTICLE IX

Miscellaneous

SECTION 9.01. *Notices; Electronic Communications.* Except for notices and other communications expressly permitted to be given by telephone hereunder (and except as provided in this Section 9.01), notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(a) if to the Borrower, to it at School Specialty, Inc., W6313 Design Drive, Greenville, WI 54942, Attention of Michael P. Lavelle (Fax No. 920-882-5863, Email: michael.lavelle@schoolspecialty.com);

(b) if to the Administrative Agent, to Credit Suisse AG, Eleven Madison Avenue, New York, NY 10010, Attention of: Sean Portrait, Fax No. 212-322-2291, Email: agency.loanops@credit-suisse.com;

(c) if to the Collateral Agent, to Credit Suisse AG, Cayman Islands Branch, Eleven Madison Avenue, New York, NY 10010, Attention of: Nirmala Durgana, Loan Operations – Boutique Management, Telephone No. 212-538-3525, Email: list.ops-collateral@credit-suisse.com; and

(d) if to a Lender, to it at its address (or fax number) set forth on Schedule 2.01(a) or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto.

All notices and other communications given to any party hereto, in accordance with the provisions of this Agreement, shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service, or sent by fax or on the date five (5) Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01, or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01. As agreed to among the Borrower, the Administrative Agent and the applicable Lenders from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable Person provided from time to time by such Person.

The Borrower hereby agrees, unless directed otherwise by the Administrative Agent or unless the electronic mail address referred to below has not been provided by the Administrative Agent to the Borrower, that it will, and will cause its Subsidiaries to, provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents or to the Lenders under Article V, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) is or relates to a Borrowing Request or a notice pursuant to Section 2.10, (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or any other Loan Document or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder (all such nonexcluded communications being referred to herein collectively as “**Communications**”), by transmitting the Communications in an electronic/soft medium that is properly identified in a format acceptable to the Administrative Agent to an electronic mail address as directed by the Administrative Agent. In addition, the Borrower agrees, and agrees to cause its Subsidiaries, to continue to provide the Communications to the Administrative Agent or the Lenders, as the case may be, in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by, or on behalf of, the Borrower hereunder (collectively, the “**Borrower Materials**”) by posting the Borrower Materials on Intralinks or another similar electronic system (the “**Platform**”) and (b) certain of the Lenders may be “*public-side*” Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or their respective securities) (each, a “**Public Lender**”). The Borrower hereby agrees that, at the request of the Administrative Agent, (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “**PUBLIC**” which, at a minimum, shall mean that the word “**PUBLIC**” shall appear prominently on the first page thereof, (ii) by marking Borrower Materials “**PUBLIC**,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material nonpublic information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (*provided* that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.16), (iii) all Borrower Materials marked “**PUBLIC**” are permitted to be made available through a portion of the Platform designated as “*Public Investor*” and (iv) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “**PUBLIC**” as being suitable only for posting on a portion of the Platform not marked as “*Public Investor*.” Notwithstanding the foregoing, the following Borrower Materials shall be deemed to be marked “**PUBLIC**,” unless the Borrower notifies the Administrative Agent in writing (including by email) promptly prior to their intended distribution after the Borrower has had a reasonable opportunity to review the Borrower Materials that any such document contains material nonpublic information: (1) the Loan Documents, (2) any notification of changes in the terms of the Credit Facilities and (3) all information delivered pursuant to Section 5.04(a), Section 5.04(b) and Section 5.04(d).

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “*Private Side Information*” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance

with such Public Lender's compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the "*Public Side Information*" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "*AS IS*" AND "*AS AVAILABLE*." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its electronic mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees that receipt of notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's electronic mail address to which the foregoing notice may be sent by electronic transmission and that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.02. ***Survival of Agreement.*** All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect as long as the principal or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated. The provisions of Sections 2.14, 2.16, 2.20 and 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender.

SECTION 9.03. **Binding Effect.** Subject to Section 4.01, this Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto.

SECTION 9.04. **Successors and Assigns.**

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 9.04(b), (ii) by way of participation in accordance with the provisions of Section 9.04(d) or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 9.04(e) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 9.04(d) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders.** Any Lender may at any time assign to one or more assignees (other than as provided in Sections 9.04(b)(v) and 9.04(b)(vi) below) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that (in each case with respect to any Class) any such assignment shall be subject to the following conditions:

(i) **Minimum Amounts.**

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it (in each case with respect to any Class) or contemporaneous assignments to related Approved Funds that equal at least the amount specified in Section 9.04(b)(i)(B) in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in Section 9.04(b)(i)(A), the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Acceptance, as of the Trade Date) shall not be less than \$1,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) **Proportionate Amounts.** Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Classes on a non-pro rata basis.

(iii) **Required Consents.** No consent shall be required for any assignment except to the extent required by paragraph Section 9.04(b)(i)(B) and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default described in Section 7.01(b), 7.01(c), 7.01(g) or 7.01(h) has occurred and is continuing at the time of such assignment, (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (z) such assignment is in connection with the primary syndication of the Commitment or Loans; *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Term Loans unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund.

(iv) **Assignment and Assumption.** The parties to each assignment shall (A) execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent or (B) if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent an Assignment and Acceptance, in each case, together with a processing and recordation fee of \$3,500; *provided* that the Administrative Agent may, in its sole discretion, elect to waive or reduce such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire (in which the assignee shall designate one or more credit contacts to whom all syndicate level information (which may contain material nonpublic information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws) and all applicable tax forms.

(v) **No Assignment to Certain Persons.** No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries except pursuant to Section 9.04(g) or Section 9.04(h).

(vi) **No Assignment to Natural Persons.** No such assignment shall be made to a natural Person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment

and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16, 2.20 and 9.05, with respect to facts and circumstances occurring prior to the effective date of such assignment as well as to any Fees accrued for its account and not yet paid. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.04(d).

(c) **Register.** The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender (with respect to any entry relating to such Lender's Loans), at any reasonable time and from time to time upon reasonable prior notice.

Upon its receipt of, and consent to, a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above, if applicable, and the written consent of the Administrative Agent and, if required, the Borrower to such assignment and any applicable tax forms, the Administrative Agent shall (i) accept such Assignment and Acceptance and (ii) promptly record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Collateral Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.05(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver with respect to the following: decreasing any fees payable to such Participant hereunder or the amount of principal or of the rate at which interest is payable on the Loans in which such Participant has an interest, or extending any scheduled principal payment date or date fixed for the payment of interest on the Loans in which such Participant has an interest, increasing or extending the Commitments in which such Participant has an interest or releasing Guarantors (other than in connection

with the sale of any Guarantor in a transaction permitted by Section 6.05) or all or substantially all of the Collateral). The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 2.20 (subject to the requirements and limitations therein, including the requirements under Section 2.20 (it being understood that the documentation required under Section 2.20(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 9.04(b); *provided* that such Participant (A) agrees to be subject to the provisions of Sections 2.21 as if it were an assignee under Section 9.04(b) and (B) shall not be entitled to receive any greater payment under Sections 2.14, 2.15, 2.16 or 2.20, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.21 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.06 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.18 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) **Special Purpose Vehicles.** Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPV**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; *provided* that (1) nothing herein shall constitute a commitment by any SPV to make any Loan and (2) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it will not institute against, or join any other Person in instituting against, such SPV any bankruptcy,

reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any nonpublic information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV

(g) **Assignments to Affiliated Lenders.** Notwithstanding anything in this Agreement to the contrary, any Term Lender may, at any time, assign all or a portion of its Term Loans on a non-pro rata basis to an Affiliated Lender through open-market purchases; *provided that*:

(i) the Affiliated Lender shall identify itself as an “Affiliated Lender” in the applicable Assignment and Acceptance;

(ii) for purposes of any amendment, waiver or modification of this Agreement, or any other Loan Document (including pursuant to Section 9.07), or any vote in connection with any plan of reorganization, the principal amount of all Term Loans (including Incremental Term Loans) held by Affiliated Lenders, to the extent greater than 33.3% of the principal amount of Term Loans voting with respect to such matter, shall be disregarded (in the numerator as well as the denominator), and such voting exclusion shall be allocated among the Affiliated Lenders on a pro rata basis; and

(iii) the aggregate principal amount of Term Loans held at any one time by an Affiliated Lender Group may not exceed 25% of the aggregate outstanding principal amount of all Term Loans.

Each Affiliated Lender that is a Term Lender hereunder agrees to comply with the terms of this Section 9.04(g).

(h) **Assignments to the Borrower or its Subsidiaries.** Notwithstanding anything in this Agreement to the contrary, any Term Lender may, at any time, assign all or a portion of its Term Loans on a non-pro rata basis to the Borrower or any Subsidiary through Dutch Auctions open to all Term Lenders on a pro rata basis, subject to the following limitations:

(i) the Borrower and each Subsidiary (as applicable) shall represent and warrant, or state that it is unable to represent and warrant, as of the date of any such assignment, that neither it nor any of its respective directors or officers has any material non-public information with respect to the Borrower or the Subsidiaries or any of their respective securities that has not been disclosed to the Term Lenders generally (other than because such Term Lenders do not wish to receive material non-public information with respect to the Borrower or the Subsidiaries or any of their respective securities) prior to such date to the extent such information could reasonably be expected to have a material effect upon, or otherwise be material, to such Term Lender’s decision to assign Term Loans to the Borrower or such Subsidiary (as applicable);

(ii) immediately upon the effectiveness of such assignment of Term Loans from a Term Lender to the Borrower or any Subsidiary, such Term Loans and all rights and obligations as a Term Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid, terminated, extinguished, cancelled and of no further force and effect and the Borrower and such Subsidiary (as applicable) shall neither obtain nor have any rights as a Term Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iii) the Borrower and each Subsidiary shall not use the proceeds of any loans from the ABL Facility for any such assignment; and

(iv) no Default or Event of Default shall have occurred and be continuing.

SECTION 9.05. **Expenses; Indemnity.** (a) The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent and the Arranger (and each of their respective Affiliates) in connection with the syndication of the Credit Facilities and the preparation and administration of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby or thereby contemplated shall be consummated) or incurred by the Administrative Agent, the Collateral Agent, the Arranger (and each of their respective Affiliates) or any Lender in connection with the enforcement or protection of its rights in connection with the Engagement Letter, the Fee Letter, this Agreement and the other Loan Documents or in connection with the Loans made hereunder, including (i) the fees, charges and disbursements of Davis Polk & Wardwell LLP, counsel for the Administrative Agent and the Collateral Agent, and, (ii) in connection with any such enforcement or protection, the fees, charges and disbursements of any other single counsel for the Administrative Agent, the Collateral Agent, the Arranger and the Lenders (and each of their respective Affiliates).

(b) The Borrower agrees to indemnify the Administrative Agent, the Collateral Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel (which is limited to one firm of counsel for such Indemnitees taken as a whole and, if necessary, a single local counsel in each appropriate jurisdiction for all such Indemnitees, taken as a whole and, in the case of an actual or perceived conflict of interest where the Indemnitees affected by such conflict inform the Administrative Agent of such conflict and thereafter retain their own counsel, of another firm of counsel) and consultant or other expert fees, charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby (including the syndication of the Credit Facilities), (ii) the use of the proceeds of the Loans, (iii) any Environmental Liability related in any way to the Loan Parties, any of their respective subsidiaries or predecessors or any property currently or formerly owned, leased or operated by the Loan Parties or any of their respective subsidiaries or predecessors, including the Mortgaged Properties, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (and regardless of whether such matter is initiated by the Borrower, any other Loan Party or any of their respective Affiliates or any other Person); *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted primarily from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee, (ii) a material breach of such Indemnitee’s funding obligations

pursuant to Sections 2.01 and 2.02, or (iii) any claims or any litigation or other proceeding that does not involve an act or omission of the Borrower or any of its Affiliates and is brought by an Indemnitee against another Indemnitee (other than any claim, litigation or other proceeding brought against the Arranger, Administrative Agent or Collateral Agent in its capacity as such). This Section 9.05(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, liabilities and related expenses arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Collateral Agent, or the Arranger (or each of their respective Affiliates) under paragraph (a) or (b) of this Section 9.05, each Lender severally agrees to pay to the Administrative Agent, the Collateral Agent or the Arranger (or each of their respective Affiliates), as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; (including any such unpaid amount in respect of a claim asserted by such Lender); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Collateral Agent or the Arranger (or each of their respective Affiliates) in its capacity as such. For purposes hereof, a Lender's "*pro rata share*" shall be determined based upon its share of the sum of the outstanding Term Loans and unused Commitments at the time.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and the Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender. All amounts due under this Section 9.05 shall be payable on written demand therefor.

SECTION 9.06. *Right of Setoff.* If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, except to the extent prohibited by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement and other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmaturing. The rights of each Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.07. *Waivers; Amendment* (a) No failure or delay of the Administrative Agent, the Collateral Agent or any Lender in exercising any power or right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder and

under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) No Loan Document or provision thereof may be waived, amended or modified except, in the case of this Agreement, by an agreement or agreements in writing entered into by the Borrower and the Required Lenders or, in the case of any other Loan Document, by an agreement or agreements in writing entered into by the parties thereto with the consent of the Required Lenders, except as provided in clauses (i) through (vi) below. Notwithstanding the foregoing, no such agreement shall:

(i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan, or waive or excuse any such payment or any part thereof or decrease the rate of interest on any Loan, without the prior written consent of each Lender directly adversely affected thereby,

(ii) increase or extend the Commitment or decrease or extend the date for payment of any Fees of any Lender without the prior written consent of such Lender (and if there is an increase or extension of a Lender's Commitment, the prior written consent of the Required Lenders shall also be required),

(iii) amend or modify the pro rata requirements of Section 2.17, the provisions of Section 9.04(a) relating to an assignment or other transfer by the Borrower or any other Loan Party of any of its rights or obligations hereunder or release all or substantially all of the Guarantors (other than in connection with the sale of such Guarantor in a transaction permitted by Section 6.06) or all or substantially all of the Collateral, without the prior written consent of each Lender,

(iv) change the provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of collateral and payments due to Lenders holding Loans or Commitments of one Class differently from the rights of Lenders holding Loans or Commitments of any other Class without the prior written consent of (1) Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class and (2) the Required Lenders,

(v) modify the protections afforded to an SPV pursuant to the provisions of Section 9.04(f) without the written consent of such SPV; or

(vi) reduce the percentage contained in the definition of the term "**Required Lenders**" or the provision of this Section 9.07 without the prior written consent of each Lender (it being understood that with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Term Loan Commitments on the date hereof);

provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or the Collateral Agent, respectively;

(c) The Administrative Agent and the Borrower may amend any Loan Document (i) to correct administrative errors or omissions, or to effect administrative changes that are not adverse to any Lender, (ii) to make modifications contemplated by Section 2.22 and 2.23 pursuant to an Additional Credit Extension Amendment, (iii) to correct, amend, cure any ambiguity, inconsistency, defect or correct any typographical error or other manifest error in this Agreement or any other Loan Document, (iv) to comply with local law or advice of local counsel in respect of a Security Document or (v) to cause a Security Document to be consistent with this Agreement and other Loan Documents. Notwithstanding anything to the contrary contained herein, such amendment shall become effective without any further consent of any other party to such Loan Document.

SECTION 9.08. **Interest Rate Limitation.** Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the “**Charges**”), shall exceed the maximum lawful rate (the “**Maximum Rate**”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan or participation in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.08 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.09. **Entire Agreement.** This Agreement, the Fee Letter and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Unless otherwise specified therein, any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any Person (other than the parties hereto and thereto, their respective successors and assigns permitted hereunder and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent and the Lenders) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.10. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

SECTION 9.11. **Severability.** In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.12. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 9.03. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g. "pdf") shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 9.13. **Headings.** Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.14. **Applicable Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY SUCH OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9.15. **Jurisdiction; Consent to Service of Process.** (a) The Borrower hereby irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or tort or otherwise, against the Administrative Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document (except as otherwise expressly stated therein) or the transactions relating hereto or thereto, in any forum other than any New York State court or Federal court of the United States of America sitting in the borough of Manhattan in New York City, and any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Borrower or its properties in the courts of any jurisdiction.

(b) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of, or relating to, this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.16. **Electronic Execution of Assignments.** (a) The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.17. **Confidentiality.** Each of the Administrative Agent, the Collateral Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates’ Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or quasi-regulatory authority (such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to the enforcement of its rights hereunder or thereunder, (e) to any other party hereto and, subject to an agreement containing provisions no less restrictive than this Section 9.17, to (i) any actual or prospective assignee of or Participant in any of its rights or obligations under this Agreement and the other Loan Documents or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower or any Subsidiary or any of their respective obligations, this Agreement or payments hereunder, (f) with the consent of the Borrower, (g) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 9.17, or (y) becomes available to the Administrative Agent, any Lender or any of their selective Affiliates on a non-confidential basis from a source other than the Borrower, (h) on a confidential basis to (x) any rating agency in connection with rating the Borrower or its Subsidiaries or the Credit Facilities hereunder or (y) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the facilities or (i) market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent in connection with the administration and management of this Agreement and the Loan Documents. For the purposes of this Section 9.17, “**Information**” shall mean all information received from the Borrower and related to the Borrower or its business, other than any such information that was available to the Administrative Agent, the Collateral Agent or any Lender on a nonconfidential basis prior to its disclosure by the Borrower; *provided* that, in the case of Information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.17 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord its own confidential information.

SECTION 9.18. **Lender Action.** Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, unless expressly provided for herein or in any other Loan Document, without the prior written consent of the Administrative Agent. The provisions of this Section 9.18 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

SECTION 9.19. **USA PATRIOT Act Notice.** Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the USA PATRIOT Act.

SECTION 9.20. **No Fiduciary Duty.** Each Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their Affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its stockholders or its Affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

SECTION 9.21. **Release of Collateral and Guarantees.** (a) All security interests and Liens granted or created under the Security Documents shall automatically terminate when all the Obligations (other than contingent indemnification and expense reimbursement obligations for which no claim has been made) have been paid in full and the Lenders have no further commitment to lend under this Agreement.

(b) A Guarantor shall automatically be released from its obligations under the Security Documents and all security interests and Liens granted in the Collateral of such Guarantor shall be automatically released upon the consummation of any transaction permitted by this Agreement as a result of which such Guarantor ceases to be a Guarantor or a Subsidiary;

(c) (i) Upon any sale or other transfer by any Loan Party of any Collateral that is permitted under this Agreement to any person that is not the Borrower or a Guarantor, and (ii) upon the effectiveness of any written consent to the release of the security interest or Lien granted under the Security Documents in any Collateral pursuant to Section 9.07.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Collateral Agent shall promptly execute and deliver to any Loan Party, at such Loan Party's expense, all Uniform Commercial Code termination statements and other documents that such Loan Party shall reasonably request to evidence such termination, release or subordination. Any execution and delivery of documents pursuant to his Section 9.21 shall be without recourse to or representation or warranty by the Collateral Agent or any Secured Party. Without limiting the provisions of Section 9.05(a), the Borrower shall reimburse the Collateral Agent upon demand for all reasonable and documented costs and out of pocket expenses, including the reasonable and documented fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 9.21.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SCHOOL SPECIALTY, INC.,

by /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent and Collateral Agent,

by /s/ William O'Daly

Name: William O'Daly

Title: Authorized Signatory

by /s/ Philipp Horat

Name: Philipp Horat

Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
a Lender,

by /s/ William O'Daly

Name: William O'Daly

Title: Authorized Signatory

by /s/ Philipp Horat

Name: Philipp Horat

Title: Authorized Signatory

Schedules to Credit Agreement (Term Loan)

**Schedule 1.01(a)
Guarantors**

<u>Guarantor</u>	<u>Jurisdiction of Organization</u>	<u>Type of Organization</u>
1. Califone International, Inc.	Delaware	Corporation
2. Childcraft Education Corp.	New York	Corporation
3. ClassroomDirect.com, LLC	Delaware	Limited Liability Company
4. Delta Education, LLC	Delaware	Limited Liability Company
5. Premier Agendas, Inc.	Washington	Corporation
6. Sportime, LLC	Delaware	Limited Liability Company
7. Bird-In-Hand Woodworks, Inc.	New Jersey	Corporation

Schedule 1.01(b)
Immaterial Subsidiaries

1. Frey Scientific, Inc.
2. Sax Arts & Crafts, Inc.

Schedule 1.01(c)
Mortgaged Properties

Record Owner
School Specialty, Inc.

Address
3525 S. Ninth Street
Salina, KS 67401

Schedule 1.01(d)
Business Optimization Expenses

1. Disposition of the EPS Literacy and Intervention business line of the Accelerated Learning Group segment (which may include the ThinkMath! product line).
2. Disposition of the Premier Agendas student planner business line of the Accelerated Learning Group segment.
3. Disposition of the business line of the Accelerated Learning Group segment, including brands such as FOSS (Full Option Science System), Frey Scientific, Delta Science Modules, Delta Education, CPO Science, Neo/SCI and ThinkMath!.

Schedule 2.01(a)
Lenders and Commitments

<u>Lender Name</u>	<u>Commitment Amount</u>
Credit Suisse AG	\$145,000,000

Schedule 3.08
Subsidiaries

<u>Subsidiary</u>	<u>Percentage Ownership Interest of the Borrower</u>
1. Califone International, Inc.	100%
2. Childcraft Education Corp.	100%
3. ClassroomDirect.com, LLC	100%
4. Delta Education, LLC	100%
5. Frey Scientific, Inc.	100%
6. Premier Agendas, Inc.	100%
7. Sax Arts & Crafts, Inc.	100%
8. Sportime, LLC	100%
9. Premier School Agendas, Ltd.	100%
10. Select Agendas, Corp.	100%
11. Bird-In-Hand Woodworks, Inc.	100%

**Schedule 3.18
Insurance**

<u>Insurer</u>	<u>Policy Type</u>	<u>Coverage</u>	<u>Deductibles</u>	<u>Policy #</u>
<i>Affiliated FM</i>	<i>Property/Equipment</i>	<i>\$ 435,000,000</i>	<i>\$ 100,000</i>	<i>EM732</i>
<i>Endurance American Specialty Insurance Company</i>	<i>Excess California Earthquake</i>	<i>\$ 10,000,000</i>	<i>\$ 100,000</i>	<i>CPN10003743000</i>
<i>AGCS Marine Insurance Company (Allianz)</i>	<i>Ocean Cargo</i>	<i>\$ 1,500,000</i>	<i>\$ 2,000</i>	<i>OC 96019100</i>
<i>Admiral Insurance Company</i>	<i>General Liability</i>	<i>\$ 2,000,000</i>	<i>\$ 50,000</i>	<i>CA 000005586-09</i>
<i>Sentry Insurance Company</i>	<i>Commercial Auto</i>	<i>\$ 1,000,000</i>	<i>\$ 1,000</i>	<i>90-04547-03</i>
<i>Sentry Insurance Company</i>	<i>Workers Compensation</i>	<i>\$ 1,000,000</i>	<i>\$ 350,000</i>	<i>90-04547-02 H&WI 90-04547-01 All Other</i>
<i>ACE American Insurance Company</i>	<i>Foreign Liability</i>	<i>\$ 2,000,000</i>	<i>\$ 1,000</i>	<i>PHFD37930659</i>
<i>National Union Fire Insurance Co. of Pittsburgh (Chartis)</i>	<i>Umbrella Liability</i>	<i>\$ 25,000,000</i>	<i>\$ 25,000</i>	<i>13273329</i>
<i>Federal Insurance Company (Chubb)</i>	<i>Excess Liability</i>	<i>\$ 25,000,000</i>	<i>\$ —</i>	<i>7976-73-69</i>
<i>Illinois National Insurance Company (Chartis)</i>	<i>Directors & Officers Liability</i>	<i>\$ 10,000,000</i>	<i>\$0 Non indemnifiable</i>	<i>01-166-65-19</i>
<i>Illinois National Insurance Company (Chartis)</i>	<i>Directors & Officers Liability</i>	<i>\$ 10,000,000</i>	<i>\$500,000 Securities \$350,000 All Other \$0 Non indemnifiable \$500,000 Securities \$350,000 All Other</i>	<i>Tail Policy</i>
<i>Federal Insurance Company (Chubb)</i>	<i>1st Excess Directors & Officers Liability</i>	<i>\$ 10,000,000</i>	<i>\$ —</i>	<i>8157-7351</i>
<i>Federal Insurance Company (Chubb)</i>	<i>1st Excess Directors & Officers Liability</i>	<i>\$ 10,000,000</i>	<i>\$ —</i>	<i>Tail Policy</i>
<i>Axis Insurance Company</i>	<i>2nd Excess Directors & Officers Liability</i>	<i>\$ 5,000,000</i>	<i>\$ —</i>	<i>MCN762576/01/2012</i>
<i>Axis Insurance Company</i>	<i>2nd Excess Directors & Officers Liability</i>	<i>\$ 5,000,000</i>	<i>\$ —</i>	<i>Tail Policy</i>
<i>Beazley Insurance Company</i>	<i>3rd Excess Directors & Officers Liability</i>	<i>\$ 5,000,000</i>	<i>\$ —</i>	<i>V15VK8120401</i>
<i>Beazley Insurance Company</i>	<i>3rd Excess Directors & Officers Liability</i>	<i>\$ 5,000,000</i>	<i>\$ —</i>	<i>Tail Policy</i>
<i>Travelers Casualty and Surety Company of America</i>	<i>Employment Practices Liability</i>	<i>\$ 3,000,000</i>	<i>\$ 250,000</i>	<i>105673447</i>

<i>Lloyds of London</i>	<i>Media Professional Liability</i>	<i>\$ 5,000,000</i>	<i>\$ 50,000</i>	<i>B0180C121619</i>
<i>Federal Insurance Company (Chubb)</i>	<i>Fiduciary Liability</i>	<i>\$ 10,000,000</i>	<i>\$0 Non indemnifiable</i>	<i>6803-3234</i>
			<i>\$50,000 Securities</i>	
			<i>\$10,000 All Other</i>	
<i>Federal Insurance Company (Chubb)</i>	<i>Fiduciary Liability</i>	<i>\$ 10,000,000</i>	<i>\$0 Non indemnifiable</i>	<i>Tail Policy</i>
			<i>\$50,000 Securities</i>	
			<i>\$10,000 All Other</i>	
<i>Federal Insurance Company (Chubb)</i>	<i>Crime</i>	<i>\$ 5,000,000</i>	<i>\$ 100,000</i>	<i>8151-9737</i>
<i>U.S. Specialty Ins. Co. (PA)</i>	<i>Special Crime</i>	<i>\$ 5,000,000</i>	<i>\$ —</i>	<i>U712-85722</i>
<i>Berkley Regional Insurance</i>	<i>Surety Bonds</i>	<i>\$ 30,000,000</i>	<i>\$ —</i>	<i>N/A</i>

Schedule 3.19(a)
UCC Filing Offices

<u>Loan Party</u>	<u>Filing Office</u>
1. School Specialty, Inc.	Delaware
2. Califone International, Inc.	Delaware
3. Childcraft Education Corp.	New York
4. ClassroomDirect.com, LLC	Delaware
5. Delta Education, LLC	Delaware
6. Premier Agendas, Inc.	Washington
7. Sportime, LLC	Delaware
8. Bird-In-Hand Woodworks, Inc.	New Jersey

Schedule 3.19(c)
Mortgage Filing Offices

Register of Deeds, Saline County, Kansas.

Schedule 3.20
Owned Real Property

Record Owner
School Specialty, Inc.

Address
3525 S. Ninth Street
Salina, KS 67401

S-11

Schedule 4.02(a)
Local Counsel

1. Dorsey & Whitney LLP
2. Day Pitney LLP
3. Young Conway Stargatt & Taylor, LLP

Schedule 5.14
Post-Closing Obligations

1. Within 20 days after the Closing Date, each Grantor (as defined in the Guarantee and Collateral Agreement) shall deliver to the Collateral Agent a Notice of Grant of Security Interest in Copyrights (as defined in the Guarantee and Collateral Agreement) in respect of all Exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), the schedules thereto setting forth (a) the name and date of and the parties to such Exclusive Copyright Licenses, and (b) to the extent referenced in such Exclusive Copyright Licenses, the titles and the United States Copyright registration numbers of all works of authorship or copyrights that are the subject of such Exclusive Copyright Licenses.
2. Within 5 Business Days (or such later date as the Collateral Agent may agree in its discretion) after the Closing Date, to the extent required by the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each applicable Loan Party shall deliver to the Collateral Agent deposit account control agreements in form and substance reasonably satisfactory to the Collateral Agent.

Schedule 6.01(a)
Existing Indebtedness

1. Capital Lease Obligations in respect of lease for the distribution center at 100 Paragon Parkway, Mansfield, OH 44903.
2. Reimbursement obligations in respect of the letter of credit #672484 issued by JPMorgan in favor of Employers Insurance Company of Wausau, dated as of June 1, 2013 and periodically extended with a current outstanding balance of \$250,000 and expiring on September 1, 2013 (the “ JPM Letter of Credit”).
3. Reimbursement obligations in respect of the letter of credit #5183 issued by Comerica in favor of DEI SCEP, dated as of September 15, 2010 and periodically extended with a current outstanding balance of \$700,000 and expiring on October 1, 2013 (the “ Comerica Letter of Credit”).
4. To the extent constituting Indebtedness, the Prepetition Escrowed Amounts (as defined in the Plan of Reorganization) in an aggregate principal amount of \$25,000,000.
5. Indebtedness consisting of the “Covered Letters of Credit” as defined in that certain Standby Letter of Credit, dated as of June 11, 2013, issued by Bank of America in favor of Wells Fargo in an aggregate amount of \$5,199,700.

Schedule 6.02(a)
Existing Liens

1. Liens arising in connection with the cash collateralization of the Comerica Letter of Credit.
2. Liens arising in connection with the cash collateralization of the JPM Letter of Credit.
3. Liens arising in connection with the Prepetition Escrowed Amounts (as defined in the Plan of Reorganization) in an aggregate principal amount of \$25,000,000.

Schedule 6.04(a)
Existing Investments

1. 35% interest in Carson-Dellosa Publishing, LLC (joint venture).

Schedule 6.07(b)
Existing Restrictions and Conditions

None.

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

June 11, 2013

among

SCHOOL SPECIALTY, INC.

THE GUARANTORS PARTY HERETO

and

BANK OF AMERICA, N.A.

as Agent

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SCHEDULES:

- Schedule 1** Equity Interests in Subsidiaries and Affiliates Owned by Original Grantors
- Schedule 2** Other Investment Property Owned by Original Grantors
- Schedule 3** Material Commercial Tort Claims

EXHIBITS:

- Exhibit A** Security Agreement Supplement
- Exhibit B** Notice of Grant of Security Interest in Copyrights
- Exhibit C** Notice of Grant of Security Interest in Patents
- Exhibit D** Notice of Grant of Security Interest in Trademarks
- Exhibit E** Perfection Certificate
- Exhibit F** Issuer Control Agreement

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT (this "Agreement"), dated as of June 11, 2013, among SCHOOL SPECIALTY, INC., as a Borrower, the other BORROWERS and GUARANTORS party hereto and BANK OF AMERICA, N.A., as Agent.

WHEREAS, the Borrowers are entering into the Credit Agreement described in Section 1 hereof, pursuant to which the Borrowers intend to borrow funds for the purposes set forth therein;

WHEREAS, (i) the Borrowers are willing to secure their obligations under the Credit Agreement and (ii) the Borrowers and the Guarantors are willing to secure their respective Secured Bank Product Obligations by granting Liens on their assets to the Agent as provided in the Security Documents;

WHEREAS, the Borrowers are willing to cause certain of their Subsidiaries to guarantee the foregoing obligations of the Borrowers and to secure their guarantee thereof by granting Liens on their assets to the Agent as provided in the Security Documents;

WHEREAS, the Lenders are not willing to make loans under the Credit Agreement, the Issuing Bank is not willing to issue Letters of Credit, and the Secured Bank Product Providers are not willing to provide Bank Products unless (i) the foregoing obligations of the Borrowers and the Guarantors are secured and guaranteed as described above and (ii) each guarantee thereof is secured by Liens on assets of the relevant Guarantor as provided in the Security Documents; and

WHEREAS, upon any foreclosure or other enforcement of the Security Documents, the net proceeds of the relevant Collateral are to be received by or paid over to the Agent and applied as provided herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.*

(a) *Terms Defined in Credit Agreement.* Terms defined in the Credit Agreement and not otherwise defined in subsection (b) or (c) of this Section have, as used herein, the respective meanings provided for therein. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement.

(b) *Terms Defined in UCC.* As used herein, each of the following terms has the meaning specified in the UCC:

<u>Term</u>	<u>UCC</u>
Account	9-102
Authenticate	9-102
Certificated Security	8-102
Chattel Paper	9-102
Commercial Tort Claim	9-102
Commodity Account	9-102
Commodity Customer	9-102
Deposit Account	9-102
Document	9-102
Entitlement Holder	8-102
Equipment	9-102
Financial Asset	8-102 & 103
General Intangibles	9-102
Instrument	9-102
Inventory	9-102
Investment Property	9-102
Letter-of-Credit Right	9-102
Money	1-201
Record	9-102
Securities Account	8-501
Securities Intermediary	8-102
Security	8-102 & 103
Security Entitlement	8-102
Supporting Obligations	9-102
Uncertificated Security	8-102

(c) *Additional Definitions.* The following additional terms, as used herein, have the following meanings:

“**Agent Professionals**” means attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

“**Agreement**” has the meaning specified in the preamble hereto.

“**Capital Stock**” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“**Cash Distributions**” means dividends, interest and other distributions and payments (including proceeds of liquidation, sale or other disposition) made or received in cash upon or with respect to any Collateral.

“**Collateral**” means all property, whether now owned or hereafter acquired, on which a Lien is granted or purports to be granted to the Agent pursuant to the Security Documents. When used with respect to a specific Grantor, the term “Collateral” means all its property on which such a Lien is granted or purports to be granted.

“**Collateral Accounts**” means the Controlled Deposit Accounts and the Controlled Securities Accounts.

“**Contingent Obligation**” means, at any time, any Obligation (or portion thereof) that is contingent in nature at such time, including any Obligation that is:

- (i) an obligation under an agreement relating to Secured Bank Product Obligations to make payments that cannot be quantified at such time;
- (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or
- (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

“**Control**” has the meaning specified in UCC Section 8-106, 9-104, 9-105, 9-106 or 9-107, as may be applicable to the relevant Collateral.

“**Controlled Deposit Account**” means a Deposit Account that is subject to a Deposit Account Control Agreement.

“**Controlled Securities Account**” means a Securities Account that (i) is maintained in the name of a Grantor at an office of a Securities Intermediary located in the United States and (ii) together with all Financial Assets credited thereto and all related Security Entitlements, is subject to a Securities Account Control Agreement among such Grantor, the Agent and such Securities Intermediary.

“**Copyright License**” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence (excluding any Exclusive Copyright License).

“**Copyrights**” means all the following: (i) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all copyrightable works of authorship (whether or not published), and all applications for copyrights under the laws of the United States or any other country, including

registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Copyrights, (ii) all renewals of any of the foregoing, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“**Credit Agreement**” means the Loan Agreement dated as of June 11, 2013 among School Specialty, Inc., the other Borrowers and Guarantors party thereto, the Lenders party thereto and Bank of America, N.A., as Agent.

“**Credit Parties**” means the Agent or any other Lender.

“**Depository Bank**” means a bank at which a Controlled Deposit Account is maintained.

“**Domestic Subsidiary**” means any Subsidiary of any Borrower that is not a Foreign Subsidiary.

“**Equity Interest**” means, with respect to any Person, (a) the Capital Stock of such Person and (b) any Security Entitlement in respect of any Capital Stock of such Person.

“**Excluded Accounts**” means the escrow account holding the Prepetition Escrowed Amounts, the account holding the Fee Claims Reserve Amount and the ABL DIP Cash Collateral Account.

“**Excluded Assets**” has the meaning specified in Section 3.

“**Excluded Equity Interests**” means (i) any Equity Interests of any Foreign Subsidiary other than a direct Foreign Subsidiary of the Company or a Domestic Subsidiary, (ii) any voting Equity Interests of a direct Foreign Subsidiary of the Company or a Domestic Subsidiary in excess of 65% of the Equity Interests of such Foreign Subsidiary and (iii) any Equity Interests of any Person that is not a direct Subsidiary of the applicable Grantor.

“**Exclusive Copyright License**” means any material agreement now or hereafter in existence granting to any Grantor an exclusive right to use, copy, reproduce, distribute, prepare derivative works, display or publish any materials on which a United States Copyright is in existence or may come into existence.

“**Grantors**” means the Borrowers and the Guarantors.

“**Guarantors**” means the Borrowers and each Subsidiary listed on the signature pages hereof under the caption “Guarantors” and each Subsidiary that shall, at any time after the date hereof, become a “Guarantor” pursuant to Section 20.

“Intellectual Property” means all intellectual property and similar proprietary property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Intellectual Property Filing” means (i) with respect to any Patent or Trademark, the filing of the applicable Notice of Grant of Security Interest in Patents or Notice of Grant of Security Interest in Trademarks with the United States Patent and Trademark Office, together with an appropriately completed recordation form, and (ii) with respect to any Copyright or Exclusive Copyright License, the filing of the applicable Notice of Grant of Security Interest in Copyrights with the United States Copyright Office, together with an appropriately completed recordation form.

“Intellectual Property Notice” means a Notice of Grant of Security Interest in Copyrights, a Notice of Grant of Security Interest in Patents or a Notice of Grant of Security Interest in Trademarks.

“Issuer Control Agreement” means an Issuer Control Agreement substantially in the form of Exhibit F (with any changes that the Agent and the Borrower Agent shall have approved).

“License” means any Patent License, Trademark License, Copyright License, Exclusive Copyright License or other license or sublicense agreement relating to Intellectual Property to which any Grantor is a party.

“Material Commercial Tort Claim” means a Commercial Tort Claim involving a claim for more than \$500,000.

“Non-Contingent Obligation” means at any time any Obligation (or portion thereof) that is not a Contingent Obligation at such time.

“Notice of Grant of Security Interest in Copyrights” means a Notice of Grant of Security Interest in Copyrights, substantially in the form of Exhibit B (with any changes that the Agent and the Borrower Agent shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Notice of Grant of Security Interest in Patents**” means a Notice of Grant of Security Interest in Copyrights, substantially in the form of Exhibit C (with any changes that the Agent and the Borrower Agent shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Notice of Grant of Security Interest in Trademarks**” means a Notice of Grant of Security Interest in Copyrights, substantially in the form of Exhibit D (with any changes that the Agent and the Borrower Agent shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Obligor**” means the obligor with respect to any Obligation.

“**Original Grantor**” means any Grantor that grants a Lien on any of its assets hereunder on the Closing Date.

“**own**” refers to the possession of sufficient rights in property to grant a security interest therein as contemplated by UCC Section 9-203, and “**acquire**” refers to the acquisition of any such rights.

“**Patent License**” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence or not.

“**Patents**” means (i) all letters patent and design letters patent of the United States or any other country and all applications for letters patent or design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Patents, (ii) all reissues, divisions, continuations, continuations in part, revisions and extensions of any of the foregoing, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“**Perfection Certificate**” means, with respect to any Grantor, a certificate substantially in the form of Exhibit E (with any changes that the Agent and the Borrower Agent shall have approved), completed and supplemented with the schedules contemplated thereby to the satisfaction of the Agent, and signed by an officer of such Grantor.

“Permitted Collateral Liens” means with respect to (a) the Pledged Equity Interests, Liens imposed by law and Liens granted to the Term Loan Agent to secure the Term Loan Facility and Liens in connection with the Prepetition Escrowed Amounts to the extent permitted under the Credit Agreement; (b) the Accounts, (i) Permitted Liens that arise by operation of law and are junior to Agent’s Lien on the ABL Priority Collateral securing the Obligations and (ii) other Permitted Liens that are junior to Agent’s Lien on any ABL Priority Collateral securing the Obligations pursuant to the Intercreditor Agreement or another intercreditor agreement satisfactory to Agent containing terms no less favorable to Lenders in all material respects, taken as a whole, as the terms in the Intercreditor Agreement, and (b) all other Collateral, Permitted Liens.

“Pledged”, when used in conjunction with any type of asset, means at any time an asset of such type that is included (or that creates rights that are included) in the Collateral at such time. For example, “Pledged Equity Interest” means an Equity Interest that is included in the Collateral at such time.

“Proceeds” means all “proceeds” (as defined in Section 9-102 of the UCC) and including, in any event, all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Collateral, including all claims of the relevant Grantor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral.

“Recordable Intellectual Property” means (i) any material Patent issued or applied for issuance with the United States Patent and Trademark Office, (ii) any material Trademark registered or applied for registration with the United States Patent and Trademark Office, (iii) any material Copyright registered or applied for registration with the United States Copyright Office, and (iv) any Exclusive Copyright License.

“Related Parties” means with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release Conditions” means the following conditions for releasing all the Secured Guarantees and terminating all the Transaction Liens:

(i) Full Payment of all Non-Contingent Obligations;

(ii) no Contingent Obligation (other than contingent indemnification and expense reimbursement obligations which are not due and payable and as to which no claim shall have been asserted) shall remain outstanding; and

(iii) receipt by Agent of Cash Collateral or a written agreement, in each case reasonably satisfactory to it, protecting Agent and Lenders from the dishonor or return of any Payment Items previously applied to the Obligations.

“Secured Agreement”, when used with respect to any Obligation secured hereby, refers collectively to each instrument, agreement or other document that sets forth obligations of the Borrowers, obligations of any Subsidiary and/or rights of the holder with respect to such Obligation.

“Secured Guarantee” means, with respect to each Guarantor, its guarantee of the Obligations under Section 2 hereof or Section 1 of a Security Agreement Supplement.

“Secured Parties” means the holders from time to time of the Obligations.

“Security Agreement Supplement” means a Security Agreement Supplement, substantially in the form of Exhibit A, signed and delivered to the Agent for the purpose of adding a Subsidiary as a party hereto pursuant to Section 20 and/or adding additional property to the Collateral.

“Security Documents” means this Agreement, the Security Agreement Supplements, the Deposit Account Control Agreements, the Issuer Control Agreements, the Securities Account Control Agreements, the Intellectual Property Notices and all other supplemental or additional security agreements, control agreements or similar instruments now or hereafter securing (or given with the intent to secure) any Obligations.

“Term Agent” means Credit Suisse AG, as administrative agent and collateral agent, and its successors and assigns in such capacities.

“Trademark License” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right to use any Trademark.

“Trademarks” means: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or

any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Trademarks, (iv) all renewals of any of the foregoing, (v) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“**Transaction Liens**” means the Liens granted by the Grantors under the Security Documents.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any Transaction Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

SECTION 2. *Guarantees by Guarantors.*

(a) *Secured Guarantees.* Each Guarantor unconditionally guarantees the full and punctual payment of each Obligation (other than the Obligations of such Guarantor) when due (whether at stated maturity, upon acceleration or otherwise), which guarantees shall constitute a continuing guarantee of payment and not of collection. If any Borrower or any other Obligor fails to pay any Obligation punctually when due, each other Guarantor agrees that it will forthwith on demand pay the amount not so paid at the place and in the manner specified in the relevant Secured Agreement.

(b) *Secured Guarantees Unconditional.* The obligations of each Guarantor under its Secured Guarantee shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of any Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement, by operation of law or otherwise (including by Agent or any Lender);

(ii) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or any Secured Agreement, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound;

(iii) any release, impairment, non-perfection or invalidity of any direct or indirect security for any obligation of any Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement;

(iv) any change in the corporate existence, structure or ownership of any Borrower, any other Guarantor or Obligor or any other Person or any of their respective subsidiaries, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Borrower, any other Guarantor or Obligor or any other Person or any of their assets or any resulting release or discharge of any obligation of any Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement;

(v) the existence of any claim, set-off or other right that such Guarantor may have at any time against any Borrower, any other Guarantor or Obligor, any Secured Party or any other Person, whether in connection with the Loan Documents or any unrelated transactions, *provided* that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against any Borrower, any other Guarantor or Obligor or any other Person for any reason of any Secured Agreement, or any provision of Applicable Law or applicable regulation purporting to prohibit the payment of any Obligation by any Borrower, any other Guarantor or Obligor or any other Person; or

(vii) any other act or omission to act or delay of any kind by any Borrower, any other Guarantor or Obligor, any other party to any Secured Agreement, any Secured Party or any other Person, or any other circumstance whatsoever that might, but for the provisions of this clause (vii), constitute a legal or equitable discharge of or defense of a surety or guarantor to any obligation of any Guarantor hereunder.

(c) *Release of Secured Guarantees.* (i) All Secured Guarantees will be released when all Release Conditions are satisfied. If at any time any payment of a Obligation is rescinded or must be otherwise restored or returned upon the insolvency or receivership of any Borrower, any other Obligor or otherwise, the Secured Guarantees shall be reinstated with respect thereto as though such payment had been due but not made at such time.

(ii) In addition, if any Borrower (other than the Company) or Subsidiary Guarantor shall (A) cease to be a Subsidiary of the Company or (B) become an Excluded Subsidiary, in each case as permitted under the Credit Agreement, the Agent, at the request of the Borrower Agent, shall release such Borrower or Subsidiary Guarantor from its Secured Guaranty and its other Obligations under the Loan Documents;

(iii) Upon any termination of a Secured Guaranty, the Agent will, at the expense of the relevant Borrower or Subsidiary Guarantor, execute and deliver to the Borrower Agent such documents as it shall reasonably request to evidence the termination thereof.

(d) *Waiver by Guarantors.* Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Borrower, any other Guarantor or Obligor or any other Person. Each Guarantor expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Guarantor. Each Guarantor waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of all Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of any Obligations as long as it is a Guarantor.

(e) *Subrogation.* A Guarantor that makes a payment with respect to an Obligation hereunder shall be subrogated to the rights of the payee against the applicable Borrower or the applicable Obligor with respect to such payment; *provided* that no Guarantor shall enforce any payment by way of subrogation against the applicable Borrower or the applicable Obligor, or by reason of contribution against any other guarantor of such Obligation, until all the Release Conditions have been satisfied.

(f) *Stay of Acceleration.* If acceleration of the time for payment of any Obligation by the applicable Borrower or the applicable Obligor is stayed by reason of the insolvency or receivership of the applicable Borrower or the applicable Obligor or otherwise, all Obligations otherwise subject to acceleration under the terms of any Secured Agreement shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Agent.

(g) *Right of Set-Off.* In addition to any rights and remedies of the Secured Parties provided by law, each Secured Party shall have the right, upon any amount becoming due and payable by any Guarantor hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured at any time held or owing by such Secured Party or any branch or agency thereof to or for the credit or the account of such Guarantor. Each Secured Party agrees to promptly notify such Guarantor and the Agent after any such setoff and application made by such Secured Party; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

(h) *Continuing Guarantee*. Each Secured Guarantee is a continuing guarantee, shall be binding on the relevant Guarantor and its successors and assigns, and shall be enforceable by the Agent or the Secured Parties. If all or part of any Secured Party's interest in any Obligation is assigned or otherwise transferred, the transferor's rights under each Secured Guarantee, to the extent applicable to the obligation so transferred, shall automatically be transferred with such obligation.

(i) *Limitation on Obligations of Subsidiary Guarantor*. The obligations of each Subsidiary Guarantor under its Secured Guarantee shall be limited to an aggregate amount equal to the largest amount that would not render such Secured Guarantee subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provisions of applicable law.

(j) *Right of Contribution*. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2(e). The provisions of this Section 2(j) shall in no respect limit the obligations and liabilities of any Guarantor to the Agent and the Secured Parties, and each Guarantor shall remain liable to the Agent and the Secured Parties for the full amount guaranteed by such Guarantor hereunder.

SECTION 3. *Grant of Transaction Liens*. (a) Each Borrower, in order to secure all Obligations, and each Guarantor party hereto, in order to secure all Obligations, including its Obligations under its Secured Guarantee, grants to the Agent for the benefit of the Secured Parties a continuing security interest in all the following property of such Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Money and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;

(vi) all General Intangibles (including (x) any Equity Interests in other Persons that do not constitute Investment Property and (y) any Intellectual Property);

(vii) all Instruments;

(viii) all Inventory;

(ix) all Investment Property;

(x) the Commercial Tort Claims described in Schedule 3;

(xi) all Letter-of-Credit Rights;

(xii) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Grantor pertaining to any of its Collateral;

(xiii) all Proceeds of the Collateral described in the foregoing clauses (i) through (xii);

provided that the following property is excluded from the foregoing security interests (it being understood that such grant will be applicable at such time as any such property or assets ceases to constitute Excluded Assets): (A) motor vehicles the perfection of a security interest in which is excluded from the Uniform Commercial Code in the relevant jurisdiction, (B) Excluded Equity Interests, (C) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than any Borrower or Grantor) after giving effect to the applicable anti-assignment provisions of the UCC, (D) any properties and assets with respect to which the Agent determines in its good faith judgment that the costs or other consequences of granting or perfecting a security interest therein are excessive in view of the benefits to be obtained by the Secured Parties, (E) any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, (F) any real property, (G) any letter of credit rights to the extent any Grantor is required by applicable law to apply the proceeds of a drawing of such letter of credit for a specified purpose, (H) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, (I) any property to the extent that the grant of a security interest therein is prohibited by any applicable law or regulation, requires a consent not obtained of any Governmental Authority pursuant to any applicable

law or regulation, or is prohibited by, or would constitute a breach or default under or would result in the termination, invalidation or abandonment of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, any applicable shareholder or similar agreement and (J) the Excluded Accounts (the foregoing, collectively, the “**Excluded Assets**”), *provided* that the foregoing limitation in clause (I) shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any asset or right to the extent that Sections 9-406 and 9-408 of the Uniform Commercial Code as in effect on the date hereof would permit (and excuse any default or violation resulting therefrom) the creation of a security interest in such asset or right notwithstanding such law or regulation or the provision of such contract, license, agreement, instrument or other document or shareholder or similar agreement prohibiting the creation of a security interest therein or shall render such provision unenforceable. Each Grantor shall upon request of the Agent use commercially reasonable efforts to obtain any such required consent that is reasonably obtainable, it being understood and agreed that no Grantor shall be required to obtain any such consent if the Company reasonably determines in its good faith judgment that the costs of obtaining such consent are excessive in view of the benefits to be obtained by the Secured Parties thereby.

(b) With respect to each right to payment or performance included in the Collateral from time to time, the Transaction Lien granted therein includes a continuing security interest in (i) any Supporting Obligation that supports such payment or performance and (ii) any Lien that (x) secures such right to payment or performance or (y) secures any such Supporting Obligation.

(c) The Transaction Liens are granted as security only and shall not subject the Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of any Grantor with respect to any of the Collateral or any transaction in connection therewith.

SECTION 4. *General Representations and Warranties.* Each Grantor represents and warrants that:

(a) Such Grantor (a) is duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged as it is currently conducted, (c) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except to the extent that the failure to so qualify could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Applicable Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) With respect to each Original Grantor, Schedule 1 lists all Equity Interests in Subsidiaries and Affiliates of such Grantor owned by such Grantor as of the Closing Date. Such Grantor holds all such Equity Interests directly (*i.e.*, not through a Subsidiary, a Securities Intermediary or any other Person).

(c) With respect to each Original Grantor, Schedule 2 lists, as of the Closing Date, (i) all Securities owned by such Grantor (except for Excluded Equity Interests and Securities evidencing Equity Interests in Subsidiaries and Affiliates of such Grantor) and (ii) all Securities Accounts (other than any one or more Securities Accounts comprising Financial Assets of less than \$250,000 in the aggregate) to which Financial Assets are credited in respect of which such Grantor owns Security Entitlements.

(d) As of the Closing Date, such Grantor owns no Commodity Account in respect of which such Grantor is the Commodity Customer.

(e) All Pledged Equity Interests owned by such Grantor are owned by it free and clear of any Lien other than (i) Permitted Collateral Liens, (ii) any Liens permitted by the Term Loan Facility and any other Permitted First Lien Debt; and (iii) any liens imposed by law. All shares of capital stock included in such Pledged Equity Interests (including shares of capital stock in respect of which such Grantor owns a Security Entitlement) have been duly authorized and validly issued and are fully paid and non-assessable. None of such Pledged Equity Interests is subject to any option to purchase or similar right of any Person.

(f) Such Grantor has good and marketable title to all its Collateral (subject to exceptions that are, in the aggregate, not material), free and clear of any Lien other than Permitted Collateral Liens.

(g) Such Grantor has not performed any acts that are reasonably likely to prevent the Agent from enforcing any of the provisions of the Security Documents or that would limit the Agent in any such enforcement. No financing statement, security agreement, mortgage or similar or equivalent document or instrument covering all or part of the Collateral owned by such Grantor is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect or record a Lien on such Collateral, except financing statements, mortgages or other similar or equivalent documents with respect to Permitted Collateral Liens. After the Closing Date, no Collateral owned by such Grantor will be in the possession or under the Control of any other Person having a claim thereto or security interest therein, other than a Permitted Collateral Lien.

(h) The Transaction Liens on all Collateral owned by such Grantor (i) have been validly created, (ii) will attach to each item of such Collateral on the

Closing Date (or, if such Grantor first obtains rights thereto on a later date, on such later date) and (iii) when so attached, will secure all the Obligations, including the Obligations under its Secured Guarantee, as the case may be.

(i) Such Grantor has delivered a Perfection Certificate to the Agent. With respect to each Original Grantor, information set forth therein is correct and complete, in all material respects, as of the Closing Date.

(j) When UCC financing statements describing the Collateral as “all assets” or “all personal property now existing or hereinafter acquired” or other words to that effect have been filed in the offices specified in such Perfection Certificate, the Transaction Liens will constitute perfected security interests in the Collateral owned by such Grantor to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all Liens and rights of others therein except Permitted Collateral Liens. When, in addition to the filing of such UCC financing statements, the applicable Intellectual Property Filings have been made with respect to such Grantor’s Recordable Intellectual Property (including any future filings required pursuant to Sections 5(a) and 6(a)), the Transaction Liens will constitute perfected security interests in all right, title and interest of such Grantor in its Recordable Intellectual Property to the extent that security interests therein may be perfected by such filings, prior to all Liens and rights of others therein except Permitted Collateral Liens. Except for (x) the filing of such UCC financing statements, (y) such Intellectual Property Filings, and (z) additional Intellectual Property Filings that may be necessary to perfect the Transaction Liens with respect to such Grantor’s Patents, Trademarks and Copyrights that do not constitute Recordable Intellectual Property, no registration, recordation or filing with any governmental body, agency or official is required in connection with the execution or delivery of the Security Documents or is necessary for the validity or enforceability thereof or for the perfection (other than in respect of deposit accounts) or due recordation of the Transaction Liens or for the enforcement of the Transaction Liens. Notwithstanding anything herein to the contrary, no Grantor shall take any action to perfect any security interest in any part of the Collateral under the laws of any jurisdiction outside of the United States of America.

(k) Such Grantor has taken, and will continue to take, all actions necessary under the UCC to perfect its interest in any Accounts or Chattel Paper purchased or otherwise acquired by it, as against its assignors and creditors of its assignors, except with respect to actions not required to be taken until a specified period after the Closing Date.

SECTION 5. *Further Assurances; General Covenants*. Each Grantor covenants as follows:

(a) Such Grantor will, from time to time, at the Borrowers’ expense, execute, deliver, file and record any statement, assignment, instrument, document,

agreement or other paper and take any other action (including any Intellectual Property Filing but solely with respect to Recordable Intellectual Property)) that from time to time may be necessary or desirable, or that the Agent may reasonably request, in order to:

(i) create, preserve, perfect, confirm or validate the Transaction Liens on such Grantor's Collateral;

(ii) in the case of (a) Pledged Deposit Accounts, Pledged Investment Property and lockboxes associated with any Pledged Deposit Account or Pledged Securities Accounts, in each case, (x) to which Cash Collateral is deposited or (y) which is required to be maintained as a Dominion Account pursuant to Section 8.2.4 of the Credit Agreement and (b) upon the occurrence and during the continuance of an Event of Default, Pledged Letter-of-Credit Rights, cause the Agent to have Control thereof (or, solely in the case of lockboxes, control thereof);

(iii) enable the Agent and the other Secured Parties to obtain the full benefits of the Security Documents; or

(iv) enable the Agent to exercise and enforce any of its rights, powers and remedies with respect to any of such Grantor's Collateral.

Such Grantor authorizes the Agent to execute and file such financing statements or continuation statements in such jurisdictions with such descriptions of collateral (including "all assets" or "all personal property now existing or hereinafter acquired" or other words to that effect) and other information set forth therein as the Agent may deem necessary or desirable for the purposes set forth in the preceding sentence. Each Grantor also ratifies its authorization for the Agent to file in any such jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. The Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interests granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Agent as secured party. The Borrowers will pay the costs of, or reasonably incidental to, any Intellectual Property Filings and any recording or filing of any financing or continuation statements or other documents recorded or filed pursuant hereto.

(b) Such Grantor shall furnish to the Agent 10 Business Days (or such shorter period as Agent may agree) prior written notice of any change (1) in its name, (2) in its jurisdiction of organization or formation, (3) in its identity or corporate structure or (4) in its federal taxpayer identification number. Such Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code

or otherwise that are required in order for the Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral under the Loan Documents.

(c) If any of its Collateral is in the possession or control of a warehouseman, bailee or agent at any time, such Grantor will, upon the request of the Agent: (i) notify such warehouseman, bailee or agent of the relevant Transaction Liens, (ii) instruct such warehouseman, bailee or agent to hold all such Collateral for the Agent's account subject to the Agent's instructions (which shall permit such Collateral to be removed by such Grantor in the ordinary course of business until the Agent notifies such warehouseman, bailee or agent that an Event of Default has occurred and is continuing), (iii) cause such warehouseman, bailee or agent to Authenticate a Record acknowledging that it holds possession of such Collateral for the Agent's benefit and (iv) make such Authenticated Record available to the Agent.

(d) Such Grantor will promptly upon request, provide to the Agent all information and evidence concerning such Grantor's Collateral that the Agent may reasonably request from time to time to enable it to enforce the provisions of the Security Documents.

(f) Except as permitted under the Credit Agreement, each Grantor shall defend its title to Collateral and the Agent's Liens therein against all Persons, claims and demands, except Permitted Collateral Liens.

SECTION 6. *Intellectual Property*. Each Grantor covenants as follows:

(a) On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will sign and deliver to the Agent Intellectual Property Notices with respect to all Recordable Intellectual Property then owned by it; *provided* that the Original Grantors shall only be required to deliver Intellectual Property Notices with respect to Exclusive Copyright Licenses included in the Recordable Intellectual Property by the date specified for the delivery thereof in Schedule 10.1.15 to the Credit Agreement. Within 45 calendar days after the last day of each fiscal quarter thereafter, it will sign and deliver to the Agent an appropriate Intellectual Property Notice covering any Recordable Intellectual Property owned by it on the last day of such fiscal quarter that is not covered by any previous Intellectual Property Notice so signed and delivered by it. In each case, it will, within 45 calendar days after the last day of each such fiscal quarter, make all Intellectual Property Filings necessary to record the Transaction Liens on such Recordable Intellectual Property.

(b) Such Grantor will notify the Agent within 45 days after the last day of the fiscal quarter in which it learns that any application or registration relating to any Intellectual Property owned by it may become abandoned, or of any

adverse, final and non-appealable determination (including any final, non-appealable adverse determination in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of such Intellectual Property, its right to register or patent the same, or its right to keep and maintain the same, in each case of the foregoing, except to the extent that the loss of such Intellectual Property would not reasonably be expected to have a Material Adverse Effect. If any of such Grantor's rights to any Intellectual Property are materially infringed or misappropriated by a third party and such infringement or misappropriation would be reasonably expected to have a Material Adverse Effect, such Grantor will notify the Agent within 45 calendar days after it learns thereof and will, unless such Grantor shall reasonably determine that such action would be of negligible value, economic or otherwise, promptly take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

(c) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon the request of the Agent therefor, use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Exclusive Copyright License and each material Copyright License, Patent License and Trademark License under which such Grantor is the licensee to effect the assignment of all such Grantor's right, title and interest thereunder to the Agent, for the ratable benefit of the Secured Parties, or its designee.

SECTION 7. *Investment Property.* Each Grantor represents, warrants and covenants as follows:

(a) *Certificated Securities.* On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will deliver to the Agent as Collateral hereunder all certificates representing Pledged Certificated Securities then owned by such Grantor. Thereafter, whenever such Grantor acquires any other certificate representing a Pledged Certificated Security, such Grantor will promptly (and in any event within 10 Business Days) deliver such certificate to the Agent as Collateral hereunder. The provisions of this subsection are subject to the limitation in Section 7(j) in the case of voting Equity Interests in a Foreign Subsidiary.

(b) [Reserved.]

(c) *Security Entitlements.* On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will, with respect to each Security Entitlement then owned by it with respect to Financial Assets credited to either (i) a Securities Account containing Cash Collateral and (ii) any Securities Account which is required to be maintained as a Dominion

Account pursuant to Section 8.2.4 of the Credit Agreement, enter into (and cause the relevant Securities Intermediary to enter into) a Securities Account Control Agreement in respect of such Security Entitlement and the Securities Account to which the underlying Financial Asset is credited and will deliver such Securities Account Control Agreement to the Agent (which shall enter into the same). Thereafter, whenever such Grantor acquires any other Security Entitlement with respect to Financial Assets credited to either (i) a Securities Account containing Cash Collateral or (ii) any Securities Account which is required to be maintained as a Dominion Account pursuant to Section 8.2.4 of the Credit Agreement, promptly (and in any event within 10 Business Days) cause the underlying Financial Asset to be credited to a Controlled Securities Account.

(d) *Perfection as to Certificated Securities.* Subject to Section 28 hereof, when such Grantor delivers the certificate representing any Pledged Certificated Security owned by it to the Agent and complies with Section 7(h) in connection with such delivery, (i) the Transaction Lien on such Pledged Certificated Security will be perfected, subject to no prior Liens or rights of others (other than Permitted Collateral Liens), (ii) the Agent will have Control of such Pledged Certificated Security and (iii) assuming the Agent does not have notice of any adverse claim to such Perfected Certificated Security (it being understood and agreed that as of the Closing Date, the Agent does not have notice of any adverse claim to such Perfected Certificated Security other than Term Agent's claim under the Security Documents (as defined in the Term Loan Agreement)), the Agent will be a protected purchaser (within the meaning of UCC Section 8-303) thereof.

(e) [Reserved.]

(f) *Perfection as to Security Entitlements.* So long as the Financial Asset underlying any Security Entitlement owned by such Grantor is credited to a Controlled Securities Account, (i) the Transaction Lien on such Security Entitlement will be perfected, subject to no prior Liens or rights of others (except Liens and rights of the relevant Securities Intermediary that are Permitted Collateral Liens), (ii) the Agent will have Control of such Security Entitlement and (iii) assuming the Agent acquires its Security Entitlement with respect thereto without notice of any adverse claim thereto (it being understood and agreed that as of the Closing Date, the Agent does not have notice of any adverse claim to such Security Entitlement), no action based on an adverse claim to such Security Entitlement or such Financial Asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against the Agent or any other Secured Party.

(g) *Agreement as to Applicable Jurisdiction.* In respect of all Security Entitlements owned by such Grantor, and all Pledged Securities Accounts to which the related Financial Assets are credited, the related Securities Account Control Agreement will provide that the Securities Intermediary's jurisdiction (determined as provided in UCC Section 8-110(e)) will at all times be located in the United States.

(h) *Delivery of Pledged Certificates*. All certificates representing Pledged Certificated Securities, when delivered to the Agent, will be in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, with signatures appropriately guaranteed, all in form and substance reasonably satisfactory to the Agent.

(i) *Communications*. Upon the reasonable request of the Agent, each Grantor will promptly give to the Agent copies of any notices and other communications received by it with respect to (i) Pledged Securities registered in the name of such Grantor or its nominee and (ii) Pledged Security Entitlements as to which such Grantor is the Entitlement Holder; *provided* that, with respect to any such notice or other communication that could reasonably be expected to adversely affect the security interest of the Agent in such Pledged Securities or Pledged Securities Entitlements granted hereunder or the perfection thereof, the Agent shall be deemed to have made such request on the last day of each fiscal quarter of the Company.

(j) *Foreign Subsidiaries*. A Grantor will not be obligated to comply with the provisions of this Section at any time with respect to any voting Equity Interest in a Foreign Subsidiary if and to the extent (but only to the extent) that such voting Equity Interest is excluded from the Transaction Liens at such time pursuant to the definition of "Excluded Equity Interests" and/or the comparable provisions of one or more Security Agreement Supplements.

(k) *Certification of Limited Liability Company and Partnership Interests*. Any limited liability company and any partnership controlled by any Grantor shall either (a) not include in its operative documents any provision that any Equity Interests in such limited liability company or such partnership be a "security" as defined under Article 8 of the Uniform Commercial Code, or (b) certificate any Equity Interests in any such limited liability company or such partnership. To the extent an interest in any limited liability company or partnership controlled by any Grantor and pledged hereunder is certificated or becomes certificated, each such certificate shall be delivered to the Agent pursuant to Section 7(a) and such Grantor shall fulfill all other requirements under Section 7 applicable in respect thereof.

SECTION 8. *Deposit Accounts*. Each Grantor represents, warrants and covenants as follows:

(a) All cash owned by such Grantor shall be deposited, upon or promptly after receipt thereof, in one or more Controlled Deposit Accounts or an account that would be not be required to be maintained as a Dominion Account pursuant to Section 8.2.4 of the Credit Agreement immediately after such deposit.

(b) In respect of each Controlled Deposit Account, the related Deposit Account Control Agreement will provide that the Depository Bank's jurisdiction (determined as provided in UCC Section 9-304) will at all times be a jurisdiction in which Article 9 of the Uniform Commercial Code is in effect.

(c) So long as the Agent has Control of a Controlled Deposit Account, the Transaction Lien on such Controlled Deposit Account will be perfected, subject to no prior Liens or rights of others (except (x) the Depository Bank's right to deduct its normal operating charges and any uncollected funds previously credited thereto, (y) Permitted Collateral Liens and (z) as provided in the Intercreditor Agreement).

SECTION 9. *Commercial Tort Claims.* Each Grantor represents, warrants and covenants as follows:

(a) In the case of an Original Grantor, Schedule 3 accurately describes, with the specificity required to satisfy Official Comment 5 to UCC Section 9-108, each Material Commercial Tort Claim with respect to which such Original Grantor is the claimant as of the Closing Date. In the case of any other Grantor, Schedule 3 to its first Security Agreement Supplement will accurately describe, with the specificity required to satisfy said Official Comment 5, each Material Commercial Tort Claim with respect to which such Grantor is the claimant as of the date on which it signs and delivers such Security Agreement Supplement.

(b) If any Grantor acquires a Material Commercial Tort Claim after the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will promptly (and in any event within 10 Business Days) sign and deliver to the Agent a Security Agreement Supplement granting a security interest in such Commercial Tort Claim (which shall be described therein with the specificity required to satisfy said Official Comment 5) to the Agent for the benefit of the Secured Parties.

SECTION 10. *Transfer of Record Ownership.* At any time when an Event of Default shall have occurred and be continuing, the Agent may (and to the extent that action by it is required, the relevant Grantor, if directed to do so by the Agent, will as promptly as practicable) cause each of the Pledged Securities (or any portion thereof specified in such direction) to be transferred of record into the name of the Agent or its nominee. Each Grantor will take any and all actions reasonably requested by the Agent to facilitate compliance with this Section. If the provisions of this Section are implemented, **Error! Reference source not found.** shall not thereafter apply to any Pledged Security that is registered in the name of the Agent or its nominee. The Agent will promptly give to the relevant Grantor copies of any notices and other communications received by the Agent with respect to Pledged Securities registered in the name of the Agent or its nominee.

SECTION 11. *Right to Vote Securities; Right to Proceeds of Insurance.* (a) Unless an Event of Default shall have occurred and be continuing, each Grantor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to any Pledged Security owned by it and the Financial Asset underlying any Pledged Security Entitlement owned by it, and the Agent will, upon receiving a written request from such Grantor, deliver to such Grantor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any such Pledged Security that is registered in the name of the Agent or its nominee or any such Pledged Security Entitlement as to which the Agent or its nominee is the Entitlement Holder, in each case as shall be specified in such request and be in form and substance satisfactory to the Agent.

(b) If an Event of Default shall have occurred and be continuing, upon written notice thereof to the Borrower Agent, the Agent shall have the exclusive right to the extent permitted by law to vote, to give consents, ratifications and waivers and to take any other action with respect to the Pledged Investment Property, the other Pledged Equity Interests and the Financial Assets underlying the Pledged Security Entitlements, with the same force and effect as if the Agent were the absolute and sole owner thereof, and each Grantor shall take all such action as the Agent may reasonably request from time to time to give effect to such right.

SECTION 12. *Certain Cash Distributions.* Cash Distributions with respect to assets held in a Collateral Account shall be deposited and held therein, or withdrawn therefrom, as provided herein and in the Credit Agreement. Funds held in any Collateral Account (other than any Cash Collateral Account) may, until withdrawn, be invested and reinvested in such Cash Equivalents as the relevant Grantor shall request from time to time; *provided* that if a Cash Dominion Trigger Period or an Event of Default shall have occurred and be continuing, the Agent may select such Cash Equivalents.

SECTION 13. *Remedies upon Event of Default.* (a) If an Event of Default shall have occurred and be continuing, the Agent may exercise (or cause its sub-agents to exercise) any or all of the remedies available to it (or to such sub-agents) under the Loan Documents.

(b) Without limiting the generality of the foregoing, if an Event of Default shall have occurred and be continuing, the Agent may exercise on behalf of the Secured Parties all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to any Collateral and, in addition, the Agent may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, sell or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, at such

time or times and at such price or prices and upon such other terms as the Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Collateral. To the maximum extent permitted by applicable law, any Secured Party may be the purchaser of any or all of the Collateral at any such sale and the Agent (as administrative agent for and representative of the Secured Parties), for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, shall be entitled to use and apply all of any part of the Obligations as a credit on account of the purchase price of any Collateral payable at such sale. Upon any sale of Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid to the Agent or such officer or be answerable in any way for the misapplication thereof. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Agent shall not be obliged to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by law, each Grantor hereby waives any claim against any Secured Party arising because the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Collateral to more than one offeree. The Agent may disclaim any warranty, as to title or as to any other matter, in connection with such sale or other disposition, and its doing so shall not be considered adversely to affect the commercial reasonableness of such sale or other disposition.

(c) If the Agent sells any of the Collateral upon credit, the Grantors will be credited only with payment actually made by the purchaser, received by the Agent and applied in accordance with Section 14 hereof. In the event the purchaser fails to pay for the Collateral, the Agent may resell the same, subject to the same rights and duties set forth herein.

(d) Notice of any such sale or other disposition shall be given as required by Applicable Law. Each Grantor hereby agrees that 10 days' written notice of any proposed sale or other disposition of Collateral by Agent shall be reasonable.

(e) For the purpose of enabling the Agent to exercise rights and remedies under this Agreement at such time as the Agent shall be lawfully

entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent a license (exercisable without payment of royalty or other compensation to the Grantors and subject to any prior rights granted by such Grantor to third parties), to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs (solely to the extent permitted by the relevant licenses therefor) used for the compilation or printout thereof; *provided, however*, that any trademarks or service marks licensed pursuant to the foregoing may be used only in connection with goods and services of similar type and similar or greater quality than those theretofore sold by such Grantor under such trademark or service mark. The use of such license by the Agent may be exercised only upon the occurrence and during the continuation of an Event of Default; *provided, however*, that any license or sublicense entered into by the Agent in accordance herewith shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

SECTION 14. *Application of Proceeds*. Subject to the terms of the Intercreditor Agreement, (a) if an Event of Default shall have occurred and be continuing, the Agent may apply (i) any cash held in the Collateral Accounts and (ii) the proceeds of any sale or other disposition of all or any part of the Collateral to the Obligations, which application shall be made in accordance with Section 5.5.2 of the Credit Agreement.

(b) In making the payments and allocations required by this Section, the Agent may rely upon information supplied to it pursuant to Section 18(c). All distributions made by the Agent pursuant to this Section shall be final (except in the event of manifest error) and the Agent shall have no duty to inquire as to the application by any Secured Party of any amount distributed to it.

SECTION 15. *Fees and Expenses; Indemnification*. (a) All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Agent to any Person to realize upon any Collateral, shall be borne and paid by the Grantors. The Borrowers will forthwith upon demand pay to the Agent:

(i) the amount of any taxes that the Agent may have been required to pay by reason of the Transaction Liens or to free any Collateral from any other Lien thereon;

(ii) the amount of any reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation, execution and administration of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or

therewith, and the consummation and administration of the Transactions, including, without limitation, the reasonable fees, charges and disbursements of a single counsel to the Agent and Lenders (which shall be selected by the Agent) and, if applicable, one special or local counsel in each applicable jurisdiction, as appropriate and, in the case of a conflict of interest, Secured Parties may engage and be reimbursed for additional counsel; and

(iii) the amount required to pay or reimburse each Secured Party, the Agent and each Lead Arranger for all its reasonable costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the fees and disbursements of one counsel selected by the Agent and, at any time after and during the continuance of an Event of Default, of one counsel to the Lenders and, if applicable, special or local counsel in each applicable jurisdiction, as appropriate, and, in the case of a conflict of interest, Secured Parties may engage and be reimbursed for additional counsel, as appropriate.

Any such amount not paid to the Agent on demand will bear interest for each day thereafter until paid at the Default Rate.

(b) If any transfer tax, documentary stamp tax or other tax is payable in connection with any transfer or other transaction provided for in the Security Documents, the Borrowers will pay such tax and provide any required tax stamps to the Agent or as otherwise required by law.

(c) The Borrowers shall indemnify each of the Secured Parties, their respective affiliates and the respective directors, officers, agents and employees of the foregoing (each an "**Indemnitee**") in accordance with Section 14.2 of the Credit Agreement.

SECTION 16. Authority to Administer Collateral. Each Grantor irrevocably appoints the Agent (and all Persons designated by the Agent) as its true and lawful attorney (and agent in fact), with full power of substitution, in its name or in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrowers' sole cost and expense, to the extent permitted by law and without notice, to exercise, at any time and from time to time, all or any of the following powers with respect to all or any of such Grantor's Collateral:

- (i) endorse a Grantor's name on any proceeds of Collateral (including proceeds of insurance) that come into Agent's possession or control; or
- (ii) during the continuance of any Event of Default:

(A) notify any Account Debtors of the assignment of their Accounts, demand and enforce payment of Accounts by legal proceedings or otherwise, and generally exercise any rights and remedies with respect to Accounts;

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- (B) demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,
 - (C) settle, adjust, modify, compromise, compound, discharge, release, prosecute or defend any Accounts or other Collateral or any action or proceeding with respect thereto,
 - (D) collect, liquidate and receive balances in Pledged Deposit Accounts or Pledged Securities Accounts, and take control, in any manner, of proceeds of Collateral;
 - (E) prepare, file and sign a Grantor's name to a proof of claim or other document in a bankruptcy of an Account Debtor, or to any notice, assignment or satisfaction of Lien or similar document;
 - (F) receive, open and dispose of mail addressed to a Grantor, and notify postal authorities to deliver any such mail to an address designated by Agent;
 - (G) endorse any Chattel Paper, Document, Instrument, bill of lading, or other document or agreement relating to any Accounts, Inventory or other Collateral;
 - (H) use a Grantor's stationery and sign its name to verifications of Accounts and notices to Account Debtors;
 - (I) use information contained in any data processing, electronic or information systems relating to Collateral;
 - (J) make and adjust claims under insurance policies;
 - (K) take any action as may be necessary or appropriate to obtain payment under any letter of credit, banker's acceptance or other instrument for which a Grantor is a beneficiary;
 - (L) sell, lease, license or otherwise dispose of the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof,

(M) extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto; and

(N) take all other actions as Agent deems appropriate to fulfill any Grantor's obligations under the Loan Documents.

SECTION 17. *Limitation on Duty in Respect of Collateral*. Beyond the exercise of reasonable care in the custody and preservation thereof, the Agent will have no duty as to any Collateral in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Agent will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Agent in good faith, except to the extent that such liability arises from the Agent's gross negligence or willful misconduct.

SECTION 18. *General Provisions Concerning the Agent*.

(a) *The Agent*. The provisions of Section 12 of the Credit Agreement shall inure to the benefit of the Agent, and shall be binding upon all Grantors and all Secured Parties, in connection with this Agreement and the other Security Documents. Without limiting the generality of the foregoing, (i) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing, (ii) the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Security Documents that the Agent is required in writing to exercise by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 14.1 of the Credit Agreement), and (iii) except as expressly set forth in the Loan Documents, the Agent shall not have any duty to disclose, and shall not be liable for any failure to disclose, any information relating to any Grantor that is communicated to or obtained by the bank serving as Agent or any of its Affiliates in any capacity. The Agent shall not be responsible for the existence, genuineness or value of any Collateral or for the validity, perfection, priority or enforceability of any Transaction Lien, whether impaired by operation of law or by reason of any action or omission to act on its part under the Security Documents. The Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 14.1 of the Credit Agreement) or in the absence of its own gross negligence or willful misconduct. The Agent shall be deemed not to have knowledge of any Event of Default unless and until written notice thereof is given to the Agent by the Borrowers or a Secured Party.

(b) *Sub-Agents and Related Parties.* The Agent may perform any and all its duties and exercise its rights and powers by or through any one or more employees and sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. The exculpatory provisions of Section 17 and this Section shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities as well as activities of the Agent. Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

(c) *Information as to Obligations and Actions by Secured Parties.* For all purposes of the Security Documents, including determining the amounts of the Obligations and whether an Obligation is a Contingent Obligation or not, or whether any action has been taken under any Secured Agreement, the Agent will be entitled to rely on information from (i) its own records for information as to the Credit Parties, their Obligations and actions taken by them, (ii) any Secured Party for information as to its Obligations and actions taken by it, to the extent that the Agent has not obtained such information from its own records, and (iii) the Borrowers, to the extent that the Agent has not obtained information from the foregoing sources.

(d) *Refusal to Act.* The Agent may refuse to act on any notice, consent, direction or instruction from any Secured Parties or any agent, trustee or similar representative thereof that, in the Agent's opinion, (i) is contrary to law or the provisions of any Security Document, (ii) may expose the Agent to personal liability or (iii) is unduly prejudicial to Secured Parties not joining in such notice, consent, direction or instruction.

SECTION 19. *Termination of Transaction Liens; Release of Collateral.* (a) The Transaction Liens granted by each Guarantor shall terminate when its Secured Guarantee is released pursuant to Section 2(c).

(b) The Transaction Liens granted by the Borrowers shall terminate when all the Release Conditions are satisfied.

(c) Notwithstanding the foregoing, the Transaction Liens with respect to property of the Company or any Guarantor securing the Obligations will be automatically released, in whole or in part, to the extent permitted in Section 12.2.1 of the Credit Agreement.

(d) Upon any termination of a Transaction Lien or release of Collateral, the Agent will, at the expense of the relevant Grantor, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the termination of such Transaction Lien or the release of such Collateral, as the case may be, and will duly assign and transfer to such Grantor any such Collateral that may be in the possession of the Agent and has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

SECTION 20. *Additional Guarantors and Grantors*. Any Subsidiary may and to the extent required by Section 10.2.14 of the Credit Agreement, shall become a party hereto by signing and delivering to the Agent a Security Agreement Supplement, whereupon such Subsidiary shall become a “Guarantor” and a “Grantor” as defined herein.

SECTION 21. *Notices*. Each notice, request or other communication given to any party hereunder shall be given in accordance with subsection 14.3 of the Credit Agreement, and in the case of any such notice, request or other communication to a Grantor other than the Borrowers, shall be given to it in care of the Borrowers.

SECTION 22. *No Implied Waivers; Remedies Not Exclusive*. No failure to exercise and no delay in exercising, on the part of any party hereto, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Without limiting the generality of the foregoing, the making of the Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 23. *Successors and Assigns*. This Agreement is for the benefit of the Agent and the Secured Parties. If all or any part of any Secured Party’s interest in any Obligation is assigned or otherwise transferred, the transferor’s rights hereunder, to the extent applicable to the obligation so transferred, shall be automatically transferred with such obligation. This Agreement shall be binding on the Grantors and their respective successors and assigns.

SECTION 24. *Amendments and Waivers*. Neither this Agreement nor any provision hereof may be waived, amended, modified or terminated except pursuant to an agreement or agreements in writing entered into by the Agent, with the consent of such Lenders as are required to consent thereto under subsection 14.1 of the Credit Agreement. No such waiver, amendment or modification shall (i) be binding upon any Grantor, except with its written consent, or (ii) affect the

rights of a Secured Party (other than a Lender) hereunder more adversely than it affects the comparable rights of the Lenders hereunder, without the consent of such Secured Party.

SECTION 25. *Choice of Law.* This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the Transactions shall be construed in accordance with and governed by the law of the State of New York, without giving effect to any conflict of law principles that result in the application of laws of another jurisdiction.

SECTION 26. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY SECURITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 27. *Severability.* Any provision of any Security Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 28. *Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement with respect to the Collateral, the terms of the Intercreditor Agreement shall govern and control; *provided* that the Intercreditor Agreement shall not be construed, by its terms, to modify any security interest granted pursuant to Section 3 hereof. To the extent that any "Term Priority Collateral" (as defined in the Intercreditor Agreement) is required pursuant to the terms of this Agreement to be delivered to the Agent, so long as the Intercreditor Agreement is in effect, delivery of such Term Priority Collateral (as defined in, and pursuant to the terms of, the Intercreditor Agreement) to the Term Agent shall be deemed to satisfy such requirement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SCHOOL SPECIALTY, INC.

/s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President & CEO

CALIFONE INTERNATIONAL, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

CLASSROOMDIRECT.COM, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

CHILDCRAFT EDUCATION CORP.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

DELTA EDUCATION, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

SPORTIME, LLC

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

PREMIER AGENDAS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: Executive Vice President

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ Michael P. Lavelle

Name: Michael P. Lavelle

Title: President

BANK OF AMERICA, N.A., as Agent

By: /s/ Jason Riley

Name: Jason Riley

Title: SVP

**EQUITY INTERESTS IN SUBSIDIARIES AND AFFILIATES
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)**

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Owner of Equity Interest</u>	<u>Percentage Owned</u>	<u>Number of Shares or Units</u>
1. Califone International, Inc.	Delaware	School Specialty, Inc.	100%	100
2. Childcraft Education Corp.	New York	School Specialty, Inc.	100%	1,000
3. ClassroomDirect.com, LLC	Delaware	School Specialty, Inc.	100%	1 member share
4. Delta Education, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
5. Frey Scientific, Inc.	Delaware	School Specialty, Inc.	100%	100
6. Premier Agendas, Inc.	Washington	School Specialty, Inc.	100%	11,200
7. Sax Arts & Crafts, Inc.	Delaware	School Specialty, Inc.	100%	100
8. Sportime, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
9. Premier School Agendas Ltd.	Canada	School Specialty, Inc.	100%	100
10. Select Agendas, Corp.	Canada	School Specialty, Inc.	100%	1,000
11. Bird-In-Hand Woodworks, Inc.	New Jersey	Childcraft Education Corp.	100%	5

INVESTMENT PROPERTY
(other than Equity Interests in Subsidiaries and Affiliates)
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)

PART 1 — Securities

None.

PART 2 — Securities Accounts

None.

MATERIAL COMMERCIAL TORT CLAIMS

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

SECURITY AGREEMENT SUPPLEMENT

SECURITY AGREEMENT SUPPLEMENT dated as of _____, _____, between [NAME OF GRANTOR] (the “**Grantor**”) and BANK OF AMERICA, N.A., as Agent.

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto and Bank of America, N.A., as Agent are parties to a Guarantee and Collateral Agreement dated as of June 11, 2013 (as heretofore amended and/or supplemented, the “**Security Agreement**”) under which each Borrower secures all Obligations (as defined therein) and the Guarantors guarantee the Obligations and secure their respective guarantees thereof;

WHEREAS, [name of Grantor] desires to become [is] a party to the Security Agreement as a Guarantor and Grantor thereunder; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Secured Guarantee.*¹ The Grantor unconditionally guarantees the full and punctual payment of each Obligation when due (whether at stated maturity, upon acceleration or otherwise). The Grantor acknowledges that, by signing this Security Agreement Supplement and delivering it to the Agent, the Grantor becomes a “Guarantor” and “Grantor” for all purposes of the Security Agreement and that its obligations under the foregoing Secured Guarantee are subject to all the provisions of the Security Agreement (including those set forth in Section 2 thereof) applicable to the obligations of a Guarantor thereunder.

¹ Delete this Section if the Grantor is a Borrower or a Guarantor that is already a party to the Security Agreement.

2. *Grant of Transaction Liens.* (a) In order to secure Obligations, including the Obligations under the Secured Guarantee, as applicable, the Grantor grants to the Agent for the benefit of the Secured Parties a continuing security interest in all the following property of the Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (the “ **New Collateral**”):

[describe property being added to the Collateral]²

(b) With respect to each right to payment or performance included in the Collateral from time to time, the Transaction Lien granted therein includes a continuing security interest in (i) any Supporting Obligation that supports such payment or performance and (ii) any Lien that (x) secures such right to payment or performance or (y) secures any such Supporting Obligation.

(c) The foregoing Transaction Liens are granted as security only and shall not subject the Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Grantor with respect to any of the New Collateral or any transaction in connection therewith.

3. *Delivery of Collateral.* Concurrently with delivering this Security Agreement Supplement to the Agent, the Grantor is complying with the provisions of Section 7 of the Security Agreement with respect to Investment Property, in each case if and to the extent included in the New Collateral at such time.

4. *Party to Security Agreement.* Upon delivering this Security Agreement Supplement to the Agent, the Grantor will become a party to the Security Agreement and will thereafter have all the rights and obligations of a Guarantor and a Grantor thereunder and be bound by all the provisions thereof as fully as if the Grantor were one of the original parties thereto.

5. *Representations and Warranties.* (a) The Grantor (a) is duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged as it is currently conducted, (c) is duly qualified as a foreign corporation

² If the Grantor is not already a party to the Security Agreement, clauses (i) through (xiii) of, and the proviso to, Section 3(a) of the Security Agreement may be appropriate.

and in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except to the extent that the failure to so qualify could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Applicable Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Grantor has delivered a Perfection Certificate to the Agent. The information set forth therein is correct and complete as of the date hereof.

(c) The execution and delivery of this Security Agreement Supplement by the Grantor and the performance by it of its obligations under the Security Agreement as supplemented hereby are within its corporate or other powers, have been duly authorized by all necessary corporate or other action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of its organizational documents, or of any agreement, judgment, injunction, order, decree or other instrument binding upon it or result in the creation or imposition of any Lien (except a Transaction Lien) on any of its assets.

(d) The Security Agreement as supplemented hereby constitutes a valid and binding agreement of the Grantor, enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity.

(e) Each of the representations and warranties set forth in Sections 4 through 10 of the Security Agreement is true as applied to the Grantor and the New Collateral. For purposes of the foregoing sentence, references in said Sections to a "Grantor" shall be deemed to refer to the Grantor, references to "Schedules" to the Security Agreement shall be deemed to refer to the corresponding Schedules to this Security Agreement Supplement, references to "Collateral" shall be deemed to refer to the New Collateral, and references to the "Closing Date" shall be deemed to refer to the date on which the Grantor signs and delivers this Security Agreement Supplement.

6. *Governing Law.* This Security Agreement Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement Supplement and the Transactions shall be construed in accordance with and governed by the law of the State of New York, without giving effect to any conflict of law principles that result in the application of laws of another jurisdiction.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement Supplement to be duly executed by their respective authorized officers as of the day and year first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

EQUITY INTERESTS IN SUBSIDIARIES AND AFFILIATES
OWNED BY GRANTOR

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Percentage Owned</u>	<u>Number of Shares or Units</u>

INVESTMENT PROPERTY
(other than Equity Interests in Subsidiaries and Affiliates)
OWNED BY GRANTOR

PART 1 — Securities

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Amount Owned</u>	<u>Type of Security</u>

PART 2 — Securities Accounts

The Grantor owns Security Entitlements with respect to Financial Assets credited to the following Securities Accounts:

<u>Securities Intermediary</u>	<u>Account Number</u>

NOTICE OF GRANT OF SECURITY INTEREST IN COPYRIGHTS

(Copyrights, Copyright Registrations, and Copyright Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]³ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Copyright Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Bank of America, N.A., as Agent, are parties to a Loan Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Bank of America, N.A., as Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Copyrights), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Copyright Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Copyright Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Copyright (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Copyright registration or application therefor referred to in Schedule 1 hereto;

³ Modify if entity is not a corporation.

(ii) each Exclusive Copyright License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Exclusive Copyright License referred to in Schedule 1 hereto; and

(iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Copyright owned by the Grantor (including, without limitation, any Copyright identified in Schedule 1), and all rights and benefits of the Grantor under any Exclusive Copyright License (including, without limitation, any Exclusive Copyright License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Copyrights has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Copyright Office (and any successor office).

This Notice of Grant of Security Interest in Copyrights may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Copyrights to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

[NAME OF GRANTOR]

U.S. COPYRIGHT REGISTRATIONS

Registration No.

Title

EXCLUSIVE COPYRIGHT LICENSES

Name, Date and
Parties to
Agreement

Title(s) of
Works of
Authorship

Copyright
Registration
No(s).

Copyright
Owner(s)

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

(Patents, Patent Applications and Patent Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]⁴ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Bank of America, N.A., as Agent, are parties to a Loan Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Bank of America, N.A., as Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Patents), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

⁴ Modify if entity is not a corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Patents has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Patents may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Patents to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

[NAME OF GRANTOR]

U.S. PATENTS AND DESIGN PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>	<u>Title</u>
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U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Application Date</u>	<u>Title</u>
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]⁵ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Bank of America, N.A., as Agent, are parties to a Loan Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Bank of America, N.A., as Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

⁵ Modify if entity is not a corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto); *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

[NAME OF GRANTOR]

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>

PERFECTION CERTIFICATE

[], 2013

Reference is hereby made to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (the “ABL Security Agreement”), among SCHOOL SPECIALTY, INC., a Delaware corporation (“Parent”), as a borrower, the subsidiaries of Parent party thereto as borrowers, the other guarantors party thereto and BANK OF AMERICA, N.A., as collateral agent (the “ABL Agent”), and (ii) that certain Guarantee and Collateral Agreement, dated as of the date hereof (the “Term Loan Security Agreement” and the Term Loan Security Agreement, together with the ABL Security Agreement, each a “Security Agreement”), among Parent, as the borrower, the subsidiaries of Parent party thereto as guarantors and CREDIT SUISSE AG, as collateral agent (the “Term Loan Agent” and the Term Loan Agent, together with the ABL Agent, each an “Agent”). Capitalized terms used but not defined herein have the meanings assigned in each applicable Security Agreement.

As used herein, the term “Companies” means each Grantor (as defined in the Security Agreement).

The undersigned hereby certify to each Agent as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective certificate of incorporation or any other organizational document, is set forth in Schedule 1(a). Each Company is (i) the type of entity disclosed next to its name in Schedule 1(a) and (ii) a registered organization except to the extent disclosed in Schedule 1(a). Also set forth in Schedule 1(a) is the organizational identification number, if any, of each Company that is a registered organization, the federal taxpayer identification number of each Company and the jurisdiction of formation of each Company.

(b) Set forth in Schedule 1(b) hereto is any other corporate or organizational names each Company has had in the past five years, together with the date of the relevant change.

(c) Set forth in Schedule 1(c) is a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time in the past five years. Also set forth in Schedule 1(c) is the information required by Section 1 of this certificate for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time in the past five years. Except as set forth in Schedule 1(c), no Company has changed its jurisdiction of organization at any time during the past twelve months.

2. Current Locations. (a) The chief executive office of each Company is located at the address set forth in Schedule 2(a) hereto.

(b) Set forth in Schedule 2(b) are all locations where each Company maintains any books or records relating to any Account.

(c) Set forth in Schedule 2(c) hereto are all other locations where each Company maintains any of the Collateral consisting of inventory or equipment, in each case with an aggregate value in excess of \$250,000 at any one location.

(d) Set forth in Schedule 2(d) hereto are the names and addresses of all persons or entities other than each Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment, in each case with an aggregate value in excess of \$250,000 at any one location.

3. Prior Locations. (a) Set forth in Schedule 3(a) is the information required by Schedule 2(a) or Schedule 2(b) with respect to each location or place of business previously maintained by any Company at any time during the past four months.

(b) Set forth in Schedule 3(b) is the information required by Schedule 2(c) or Schedule 2(d) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past twelve months.

4. UCC Filings. Financing statements attached as Schedule 4 have been prepared for filing in the proper Uniform Commercial Code filing offices in the jurisdictions identified in Schedule 5 hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule of the appropriate filing offices for the Uniform Commercial Code financing statements attached hereto as Schedule 4.

6. Termination Statements. Attached hereto as Schedule 6(a) are the termination statements in the appropriate form for filing in each applicable jurisdiction identified in Schedule 6(b) hereto with respect to each Lien described therein.

7. Stock Ownership and Other Equity Interests. Attached hereto as Schedule 7 is a true and correct list of each of all of the authorized, and the issued and outstanding, stock, partnership interests, limited liability company membership interests or other equity interest of each Company (other than Parent) and its respective Subsidiaries and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests.

8. Instruments and Tangible Chattel Paper. Attached hereto as Schedule 8 is a true and correct list of all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of indebtedness, in each case in excess of \$250,000 on an individual basis, held by each Company as of the closing date, including all intercompany notes between or among any two or more Companies.

9. Intellectual Property. (a) Attached hereto as Schedule 9(a) is a schedule setting forth all of each Company's Patents and Trademarks (each as defined in the Security Agreement) registered with the United States Patent and Trademark Office, including the name of the registered owner and the registration number of each such Patent and Trademark owned by each Company.

(b) Attached hereto as Schedule 9(b) is a schedule setting forth all titles of each Company's material (in the aggregate) United States registered Copyrights (as defined in the Security Agreement), including the name of the registered owner and the registration number of each such Copyright.

(c) [Attached hereto as Schedule 9(c) is a schedule setting forth all of each Company's material Exclusive Copyright Licenses (as defined in the Security Agreement) including in each case (i) the name and date of and the parties to such Exclusive Copyright License and (ii) to the extent referenced in such Exclusive Copyright License, the titles and the United States Copyright registration numbers, of all works of authorship or copyrights that are the subject of such Exclusive Copyright License.]⁶

10. Commercial Tort Claims. Attached hereto as Schedule 10 is a true and correct list of all Commercial Tort Claims (as defined in the Security Agreement) held by each Company, with a value reasonably estimated to exceed \$250,000 on an individual basis, including a brief description thereof.

11. Deposit Accounts, Securities Accounts and Commodity Accounts. Attached hereto as Schedule 11 is a true and complete list of all Deposit Accounts, Securities Accounts and Commodity Accounts (each as defined in the Security Agreement) maintained by each Company (excluding any bankruptcy reserve and distribution accounts established in connection with the Plan of Reorganization), including the name of each institution where each such account is held, the type of each such account and the name of each entity that holds each account.

12. Letter-of-Credit Rights. Attached hereto as Schedule 12 is a true and correct list of all Letters of Credit issued in favor of each Company, as beneficiary thereunder, in each case with a face amount in excess of \$250,000.

⁶ Not required to be included in the Perfection Certificate delivered at Closing.

[The Remainder of this Page has been intentionally left blank]

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written above.

[GRANTOR]

By: _____

Name:

Title:

ISSUER CONTROL AGREEMENT

ISSUER CONTROL AGREEMENT dated as of _____, among _____ (the “**Grantor**”), CREDIT SUISSE AG, as Collateral Agent under the Guarantee and Collateral Agreement, dated as of June 11, 2013, among the Grantor, CREDIT SUISSE AG and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) (in such capacity, the “**First Lien Agent**”), BANK OF AMERICA, N.A., as Agent under the Guarantee and Collateral Agreement, dated as of June 11, 2013, among the Grantor, BANK OF AMERICA, N.A. and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**” and, together with the First Lien Security Agreement, the “**Security Agreements**”) (in such capacity, the “**Second Lien Agent**”, and together with the First Lien Agent, the “**Agents**”, and each, an “**Agent**”) and _____ (the “**Issuer**”). All references herein to the “**UCC**” refer to the Uniform Commercial Code as in effect from time to time in [Issuer’s jurisdiction of incorporation].

W I T N E S S E T H :

WHEREAS, the Grantor is the registered holder of [specify Pledged Uncertificated Securities issued by the Issuer] issued by the Issuer (the “**Securities**”);

WHEREAS, pursuant to the Security Agreements, the Grantor has granted to the Agents a continuing security interest (the “**Transaction Lien**”) in all right, title and interest of the Grantor in, to and under the Securities, whether now existing or hereafter arising; and

WHEREAS, the parties hereto are entering into this Agreement in order to perfect the Transaction Lien on the Securities;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Nature of Securities.* The Issuer confirms that (i) the Securities are “uncertificated securities” (as defined in Section 8-102 of the UCC) and (ii) the Grantor is registered on the books of the Issuer as the registered holder of the Securities.

Section 2. *Instructions.* (i) The Issuer agrees to comply with any “instruction” (as defined in Section 8-102 of the UCC) originated by the Controlling Secured Party and relating to the Securities without further consent by the Grantor or any other person; *provided* that notwithstanding the foregoing provisions of this Section 2 or any provisions herein to the contrary, prior to the Issuer’s receipt of a Notice of Termination (defined below) from the First Lien Agent, the Issuer shall not comply with any such instructions from the Second Lien Agent unless such instructions are accompanied by a written approval thereof of the First Lien Agent. The Grantor consents to the foregoing agreement by the Issuer.

(ii) As used herein, the term “**Controlling Secured Party**” means the First Lien Agent until such time as the Issuer has received written notice, in substantially the form attached as Annex A hereto (a “**Notice of Termination**”), from the First Lien Agent stating in substance that henceforth the Second Lien Agent will be the Controlling Secured Party, and has had a reasonable time (not to exceed one (1) Business Day) to act thereon, at which time the Second Lien Agent will replace the First Lien Agent as the Controlling Secured Party for purposes of this Agreement and the First Lien Agent shall have no further rights (including, without limitation, ability to give instructions pursuant to Section 2(i)) or obligations under this Agreement, other than obligations which arose or which derive from events which occurred while the First Lien Agent was the Controlling Secured Party. Until the First Lien Agent has delivered a Notice of Termination, the Second Lien Agent irrevocably instructs the Issuer to adhere to the instructions of the First Lien Agent.

Section 3. *Conflicting Orders or Instructions.* Notwithstanding anything to the contrary contained herein, if at any time the Issuer shall receive conflicting orders or instructions from the Grantor and either Agent, the Issuer shall follow the orders or instructions of such Agent, not the Grantor.

Section 4. *Waiver of Lien; Waiver of Set-off.* The Issuer waives any security interest, lien or right of set-off that it may now have or hereafter acquire in or with respect to the Securities. The Issuer’s obligations in respect of the Securities will not be subject to deduction, set-off or any other right in favor of any person other than the Agents.

Section 5. *Choice of Law.* This Agreement shall be governed by the laws of [Issuer’s jurisdiction of incorporation].

Section 6. *Conflict with Other Agreements.* There is no agreement (except this Agreement) between the Issuer and the Grantor with respect to the Securities [except for [identify any other existing agreements] (the “**Existing Other Agreements**”). In the event of any conflict between this Agreement (or any portion hereof) and any other agreement [(including any Existing Other Agreement)] between the Issuer and the Grantor with respect to the Securities, whether now existing or hereafter entered into, the terms of this Agreement shall prevail.

Section 7. *Amendments.* No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

Section 8. *Notice of Adverse Claims.* Except for the claims and interests of the Agents and the Grantor in the Securities, the Issuer does not know of any claim to, or interest in, the Securities. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, attachment, execution or similar process) against the Securities, the Issuer will promptly notify the Secured Party and the Grantor thereof.

Section 9. *Maintenance of Securities*. In addition to, and not in lieu of, the obligation of the Issuer to honor instructions as agreed in Section 2 hereof, the Issuer agrees as follows:

(i) *Grantor Instructions; Notice of Exclusive Control*. So long as the Issuer has not received a Notice of Exclusive Control (as defined below), the Issuer may comply with instructions of the Grantor or any duly authorized agent of the Grantor in respect of the Securities. After the Issuer receives a written notice from the Controlling Secured Party that it is exercising exclusive control over the Securities (a “ **Notice of Exclusive Control**”), the Issuer will cease complying with instructions of the Grantor or any of its agents. ²

(ii) *Non-Cash Dividends and Distributions*. The Issuer shall deliver to the Controlling Secured Party all non-cash dividends, interest and other non-cash distributions paid or made upon or with respect to the Securities.

(iii) *Voting Rights*. Until the Issuer receives a Notice of Exclusive Control, the Grantor shall be entitled to direct the Issuer with respect to voting the Securities.

(iv) *Statements and Confirmations*. The Issuer will promptly send copies of all statements and other correspondence concerning the Securities simultaneously to each of the Grantor and the Agents at their respective addresses specified in Section 12 hereof.

(v) *Tax Reporting*. All items of income, gain, expense and loss recognized in respect of the Securities shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Grantor.

Section 10. *Representations, Warranties and Covenants of the Issuer*. The Issuer makes the following representations, warranties and covenants:

(i) This Agreement is a valid and binding agreement of the Issuer enforceable in accordance with its terms.

(ii) The Issuer has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Securities pursuant to which it has agreed, or will agree, to comply with instructions (as defined in Section 8-102 of the UCC) of such person. The Issuer has not entered into any other agreement with the Grantor or either Agent to limit or condition the obligation of the Issuer to comply with instructions as agreed in Section 2 hereof.

Section 11. *Successors*. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 12. *Notices*. Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile or other electronic transmission)

² Delete subsection (i) if the Grantor will not be permitted to sell the Securities.

and shall be effective (i) when delivered to such party at its address specified below, (ii) when sent to such party by facsimile or other electronic transmission, addressed to it at its facsimile number or electronic address specified below, and such party sends back an electronic confirmation of receipt or (iii) ten days after being sent to such party by certified or registered United States mail, addressed to it at its address specified below, with first class or airmail postage prepaid:

Grantor:

First Lien Agent:

Second Lien Agent:

Issuer:

Any party may change its address, facsimile number and/or e-mail address for purposes of this Section by giving notice of such change to the other parties in the manner specified above.

Section 13. *Termination.* The rights and powers granted herein to the Agents (i) have been granted in order to perfect the Transaction Lien, (ii) are powers coupled with an interest and (iii) will not be affected by any bankruptcy of the Grantor or any lapse of time. The obligations of the Issuer to the First Lien Agent hereunder shall continue in effect until the security interest of the First Lien Agent in the Securities has been terminated pursuant to the terms of the First Lien Security Agreement and the First Lien Agent has notified the Issuer of such termination by delivering to the Issuer a Notice of Termination. The obligations of the Issuer to the Second Lien Agent pursuant to this Agreement shall continue in effect until the security interest of the Second Lien Agent in the Securities has been terminated pursuant to the terms of the Second Lien Security Agreement and the Second Lien Agent has notified the Issuer of such termination by delivering to the Issuer a Notice of Termination. Each Agent agrees to provide a Notice of Termination in substantially the form of Annex B hereto to the Issuer, with a copy to the Grantor, upon the request of the Grantor on or after the termination of such Agent's security interest in the Securities pursuant to the terms of the applicable Security Agreement.

Section 14. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

(remainder of page intentionally blank; signature pages follow)

[NAME OF GRANTOR]

By: _____
Name:
Title:

[CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First
Lien Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Second Lien Agent

By: _____
Name:
Title:

[NAME OF ISSUER]

By: _____
Name:
Title:

[Letterhead of Controlling Secured Party]

[Date]

[Name and Address of Issuer]

Attention: _____

Re: Notice of Exclusive Control

Ladies and Gentlemen:

As referenced in the Issuer Control Agreement dated as of _____, _____ among [name of Grantor], CREDIT SUISSE AG, BANK OF AMERICA, N.A. and you (a copy of which is attached), we notify you that we will hereafter exercise exclusive control over [specify Pledged Uncertificated Securities] registered in the name of [name of Grantor] (the “**Securities**”). You are instructed not to accept any directions or instructions with respect to the Securities from any person other than the undersigned unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [name of Grantor].

Very truly yours,

[CONTROLLING SECURED PARTY],
as Controlling Secured Party

By: _____
Name:
Title:

cc: [name of Grantor]

[Letterhead of the applicable Agent]

[Date]

[Name and Address of Issuer]

Attention:

Re: Notice of Termination of Issuer Control Agreement

This letter serves as notice to the Issuer in accordance with Section 13 of the Issuer Control Agreement dated as of [•], [•] (the “*Agreement*”) among [name of Grantor], you, CREDIT SUISSE AG and BANK OF AMERICA, N.A. (a copy of which is attached) (capitalized terms used but not defined herein shall have the meaning assigned thereto in the Agreement) that [each Agent][the First Lien Agent][the Second Lien Agent] is hereby permanently releasing its control over the Securities and releases the Issuer from any further obligation to comply with instructions originated by [each Agent][the First Lien Agent][the Second Lien Agent] with respect to the Securities. [[The Agreement is terminated and you have no further obligations to the Agents pursuant to the Agreement.][The Agreement is terminated and you have no further obligations to the [First Lien Agent][Second Lien Agent] pursuant to the Agreement.]⁸ Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Securities from [name of Grantor]]⁹ [The Agreement shall remain in effect until you are in receipt of notices in the form of this letter from

⁷ Use if from both Agents.

⁸ Use if from one agent, and the other Agent has previously delivered a Notice of Termination to the Financial Institution.

⁹ Use if from both Agents, or if the other Agent has previously delivered a Notice of Termination to the Financial Institution.

both the First Lien Agent and the Second Lien Agent. You have no further obligations to the [First Lien Agent][Second Lien Agent] ¹⁰. This notice terminates any obligations you may have to the undersigned with respect to the Securities, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [name of Grantor] pursuant to any other agreement.

Very truly yours,

[CREDIT SUISSE AG,

as First Lien Agent

By: _____

Name:

Title:

By: _____

Name:

Title:]

[BANK OF AMERICA, N.A., as Second Lien Agent

By: _____

Name:

Title:]

¹⁰ Use if from one Agent, and the other Agent has not delivered a Notice of Termination to the Financial Institution.

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

June 11, 2013

among

SCHOOL SPECIALTY, INC.

THE GUARANTORS PARTY HERETO

and

CREDIT SUISSE AG
as Collateral Agent

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SCHEDULES:

- Schedule 1** Equity Interests in Subsidiaries and Affiliates Owned by Original Grantors
- Schedule 2** Other Investment Property Owned by Original Grantors
- Schedule 3** Material Commercial Tort Claims

EXHIBITS:

- Exhibit A** Security Agreement Supplement
- Exhibit B** Notice of Grant of Security Interest in Copyrights
- Exhibit C** Notice of Grant of Security Interest in Patents
- Exhibit D** Notice of Grant of Security Interest in Trademarks
- Exhibit E** Perfection Certificate
- Exhibit F** Issuer Control Agreement

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT (this “**Agreement**”), dated as of June 11, 2013, among SCHOOL SPECIALTY, INC., as the Borrower, the GUARANTORS party hereto and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, the Borrower is entering into the Credit Agreement described in Section 1 hereof, pursuant to which the Borrower intends to borrow funds for the purposes set forth therein;

WHEREAS, (i) the Borrower is willing to secure its obligations under the Credit Agreement and (ii) the Borrower and the Guarantors are willing to secure their respective Secured Cash Management Obligations and Secured Hedging Agreements by granting Liens on their assets to the Collateral Agent as provided in the Security Documents;

WHEREAS, the Borrower is willing to cause certain of its Subsidiaries to guarantee the foregoing obligations of the Borrower and to secure their guarantee thereof by granting Liens on their assets to the Collateral Agent as provided in the Security Documents;

WHEREAS, the Lenders are not willing to make loans under the Credit Agreement, the Cash Management Banks are not willing to provide Cash Management Obligations and the Qualified Counterparties are not willing to enter into Hedging Agreements unless (i) the foregoing obligations of the Borrower and the Guarantors are secured and guaranteed as described above and (ii) each guarantee thereof is secured by Liens on assets of the relevant Guarantor as provided in the Security Documents; and

WHEREAS, upon any foreclosure or other enforcement of the Security Documents, the net proceeds of the relevant Collateral are to be received by or paid over to the Collateral Agent and applied as provided herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.*

(a) *Terms Defined in Credit Agreement.* Terms defined in the Credit Agreement and not otherwise defined in subsection (b) or (c) of this Section have, as used herein, the respective meanings provided for therein. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

(b) *Terms Defined in UCC.* As used herein, each of the following terms has the meaning specified in the UCC:

<u>Term</u>	<u>UCC</u>
Account	9-102
Authenticate	9-102
Certificated Security	8-102
Chattel Paper	9-102
Commercial Tort Claim	9-102
Commodity Account	9-102
Commodity Customer	9-102
Debtor	9-102
Deposit Account	9-102
Document	9-102
Entitlement Holder	8-102
Equipment	9-102
Financial Asset	8-102 & 103
General Intangibles	9-102
Instrument	9-102
Inventory	9-102
Investment Property	9-102
Letter-of-Credit Right	9-102
Money	1-201
Record	9-102
Securities Account	8-501
Securities Intermediary	8-102
Security	8-102 & 103
Security Entitlement	8-102
Supporting Obligations	9-102
Uncertificated Security	8-102

(c) *Additional Definitions.* The following additional terms, as used herein, have the following meanings:

“**Agent Professionals**” means attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by the Collateral Agent.

“**Agreement**” has the meaning specified in the preamble hereto.

“**Capital Stock**” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Distributions” means dividends, interest and other distributions and payments (including proceeds of liquidation, sale or other disposition) made or received in cash upon or with respect to any Collateral.

“Collateral” means all property, whether now owned or hereafter acquired, on which a Lien is granted or purports to be granted to the Collateral Agent pursuant to the Security Documents. When used with respect to a specific Grantor, the term “Collateral” means all its property on which such a Lien is granted or purports to be granted.

“Collateral Accounts” means the Controlled Deposit Accounts and the Controlled Securities Accounts.

“Contingent Obligation” means, at any time, any Obligation (or portion thereof) that is contingent in nature at such time, including any Obligation that is:

- (i) an obligation under an agreement relating to Secured Cash Management Obligations or Secured Hedging Agreements to make payments that cannot be quantified at such time;
- (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or
- (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

“Control” has the meaning specified in UCC Section 8-106, 9-104, 9-105, 9-106 or 9-107, as may be applicable to the relevant Collateral.

“Controlled Deposit Account” means a Deposit Account that is subject to a Deposit Account Control Agreement.

“Controlled Securities Account” means a Securities Account that (i) is maintained in the name of a Grantor at an office of a Securities Intermediary located in the United States and (ii) together with all Financial Assets credited thereto and all related Security Entitlements, is subject to a Securities Account Control Agreement among such Grantor, the Collateral Agent and such Securities Intermediary.

“Copyright License” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence (excluding any Exclusive Copyright License).

“Copyrights” means all the following: (i) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all copyrightable works of authorship (whether or not published), and all applications for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Copyrights, (ii) all renewals of any of the foregoing, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Credit Agreement” means the Credit Agreement, dated as of June 11, 2013, among School Specialty, Inc., the Lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent.

“Credit Parties” means the Collateral Agent or any other Lender.

“Deposit Account Control Agreement” means a control agreement reasonably satisfactory to the Collateral Agent executed by the relevant Grantor, each institution maintaining a Deposit Account for such Grantor, and the Collateral Agent.

“Depository Bank” means a bank at which a Controlled Deposit Account is maintained.

“Equity Interest” means, with respect to any Person, (a) the Capital Stock of such Person and (b) any Security Entitlement in respect of any Capital Stock of such Person.

“Excluded Accounts” means the account holding the Prepetition Escrowed Amounts (as defined in the Plan of Reorganization), the Fee Claims Account and the DIP ABL Cash Collateral Account.

“Excluded Assets” has the meaning specified in Section 3.

“Excluded Equity Interests” means (i) any Equity Interests of any Foreign Subsidiary other than a direct Foreign Subsidiary of the Borrower or a Domestic Subsidiary, (ii) any voting Equity Interests of a direct Foreign Subsidiary of the Borrower or a Domestic Subsidiary in excess of 65% of the Equity Interests of such Foreign Subsidiary and (iii) any Equity Interests of any Person that is not a direct Subsidiary of the applicable Grantor.

“Exclusive Copyright License” means any material agreement now or hereafter in existence granting to any Grantor an exclusive right to use, copy, reproduce, distribute, prepare derivative works, display or publish any materials on which a United States Copyright is in existence or may come into existence.

“Exempt Account” means any Deposit Account or Securities Account maintained by Grantors that is (x) exclusively used for payroll, payroll taxes or employee benefits, (y) a zero balance disbursement account, or (z) an account containing not more than \$150,000 at any one time, *provided, however*, that amounts on deposit in all such accounts under this clause (z) do not exceed \$1,000,000 at any time; *provided, further*, that any account subject to a control agreement for the benefit of the ABL Administrative Agent shall not be an Exempt Account.

“Grantors” means the Borrower and the Guarantors.

“Guarantors” means each Subsidiary listed on the signature pages hereof under the caption “Guarantors” and each Subsidiary that shall, at any time after the date hereof, become a “Guarantor” pursuant to Section 20.

“Intellectual Property” means all intellectual property and similar proprietary property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Intellectual Property Filing” means (i) with respect to any Patent or Trademark, the filing of the applicable Notice of Grant of Security Interest in Patents or Notice of Grant of Security Interest in Trademarks with the United States Patent and Trademark Office, together with an appropriately completed recordation form, and (ii) with respect to any Copyright or Exclusive Copyright License, the filing of the applicable Notice of Grant of Security Interest in Copyrights with the United States Copyright Office, together with an appropriately completed recordation form.

“Intellectual Property Notice” means a Notice of Grant of Security Interest in Copyrights, a Notice of Grant of Security Interest in Patents or a Notice of Grant of Security Interest in Trademarks.

“Issuer Control Agreement” means an Issuer Control Agreement substantially in the form of Exhibit F (with any changes that the Collateral Agent and the Borrower shall have approved).

“**License**” means any Patent License, Trademark License, Copyright License, Exclusive Copyright License or other license or sublicense agreement relating to Intellectual Property to which any Grantor is a party.

“**Material Commercial Tort Claim**” means a Commercial Tort Claim involving a claim for more than \$500,000.

“**Non-Contingent Obligation**” means at any time any Obligation (or portion thereof) that is not a Contingent Obligation at such time.

“**Notice of Grant of Security Interest in Copyrights**” means a Notice of Grant of Security Interest in Copyrights, substantially in the form of Exhibit B (with any changes that the Collateral Agent and the Borrower shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Notice of Grant of Security Interest in Patents**” means a Notice of Grant of Security Interest in Patents, substantially in the form of Exhibit C (with any changes that the Collateral Agent and the Borrower shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Notice of Grant of Security Interest in Trademarks**” means a Notice of Grant of Security Interest in Trademarks, substantially in the form of Exhibit D (with any changes that the Collateral Agent and the Borrower shall have approved), executed and delivered by a Grantor in favor of the Agent for the benefit of the Secured Parties.

“**Obligor**” means the obligor with respect to any Obligation.

“**Original Grantor**” means any Grantor that grants a Lien on any of its assets hereunder on the Closing Date.

“**own**” refers to the possession of sufficient rights in property to grant a security interest therein as contemplated by UCC Section 9-203, and “**acquire**” refers to the acquisition of any such rights.

“**Patent License**” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence or not.

“**Patents**” means (i) all letters patent and design letters patent of the United States or any other country and all applications for letters patent or design letters patent of the United States or any other country, including applications in

the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Patents, (ii) all reissues, divisions, continuations, continuations in part, revisions and extensions of any of the foregoing, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Perfection Certificate” means, with respect to any Grantor, a certificate substantially in the form of Exhibit E (with any changes that the Collateral Agent and the Borrower shall have approved), completed and supplemented with the schedules contemplated thereby to the satisfaction of the Collateral Agent, and signed by an officer of such Grantor.

“Permitted Collateral Liens” means with respect to (a) the Pledged Equity Interests, Liens imposed by law and Liens granted to the ABL Administrative Agent to secure the ABL Facility and any other Permitted First Lien Debt, and Liens in connection with the Prepetition Escrowed Amounts to the extent permitted under the Credit Agreement and (b) all other Collateral, Permitted Liens.

“Pledged”, when used in conjunction with any type of asset, means at any time an asset of such type that is included (or that creates rights that are included) in the Collateral at such time. For example, “Pledged Equity Interest” means an Equity Interest that is included in the Collateral at such time.

“Proceeds” means all “proceeds” (as defined in Section 9-102 of the UCC) and including, in any event, all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Collateral, including all claims of the relevant Grantor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral.

“Recordable Intellectual Property” means (i) any material Patent issued or applied for issuance with the United States Patent and Trademark Office, (ii) any material Trademark registered or applied for registration with the United States Patent and Trademark Office, (iii) any material Copyright registered or applied for registration with the United States Copyright Office, and (iv) any Exclusive Copyright License.

“Related Parties” means with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release Conditions” means the conditions for releasing all the Secured Guarantees and terminating all the Transaction Liens, which are specified in Section 9.21(a) of the Credit Agreement.

“Secured Agreement”, when used with respect to any Obligation secured hereby, refers collectively to each instrument, agreement or other document that sets forth obligations of the Borrower, obligations of any Subsidiary and/or rights of the holder with respect to such Obligation.

“Secured Guarantee” means, with respect to each Guarantor, its guarantee of the Obligations under Section 2 hereof or Section 1 of a Security Agreement Supplement.

“Secured Parties” means the holders from time to time of the Obligations.

“Security Account Control Agreement” means a control agreement reasonably satisfactory to the Collateral Agent executed by the relevant Grantor, each institution maintaining a Securities Account for such Grantor, and the Collateral Agent.

“Security Agreement Supplement” means a Security Agreement Supplement, substantially in the form of Exhibit A, signed and delivered to the Collateral Agent for the purpose of adding a Subsidiary as a party hereto pursuant to Section 20 and/or adding additional property to the Collateral.

“Security Documents” means this Agreement, the Security Agreement Supplements, the Deposit Account Control Agreements, the Issuer Control Agreements, the Securities Account Control Agreements, the Intellectual Property Notices and all other supplemental or additional security agreements, control agreements or similar instruments now or hereafter securing (or given with the intent to secure) any Obligations.

“Trademark License” means any agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right to use any Trademark.

“Trademarks” means: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all general intangibles of like nature, and the

rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 to any Notice of Grant of Security Interest in Trademarks, (iv) all renewals of any of the foregoing, (v) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“**Transaction Liens**” means the Liens granted by the Grantors under the Security Documents.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any Transaction Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

SECTION 2. *Guarantees by Guarantors.*

(a) *Secured Guarantees.* Each Guarantor unconditionally guarantees the full and punctual payment of each Obligation (other than the Obligations of such Guarantor) when due (whether at stated maturity, upon acceleration or otherwise), which guarantees shall constitute a continuing guarantee of payment and not of collection. If the Borrower or any other Obligor fails to pay any Obligation punctually when due, each other Guarantor agrees that it will forthwith on demand pay the amount not so paid at the place and in the manner specified in the relevant Secured Agreement.

(b) *Secured Guarantees Unconditional.* The obligations of each Guarantor under its Secured Guarantee shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement, by operation of law or otherwise (including by the Collateral Agent or any Lender);

(ii) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or any Secured Agreement, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound;

(iii) any release, impairment, non-perfection or invalidity of any direct or indirect security for any obligation of the Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement;

(iv) any change in the corporate existence, structure or ownership of the Borrower, any other Guarantor or Obligor or any other Person or any of their respective subsidiaries, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any other Guarantor or Obligor or any other Person or any of their assets or any resulting release or discharge of any obligation of the Borrower, any other Guarantor or Obligor or any other Person under any Secured Agreement;

(v) the existence of any claim, set-off or other right that such Guarantor may have at any time against the Borrower, any other Guarantor or Obligor, any Secured Party or any other Person, whether in connection with the Loan Documents or any unrelated transactions, *provided* that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against the Borrower, any other Guarantor or Obligor or any other Person for any reason of any Secured Agreement, or any provision of any applicable law, rule or regulation purporting to prohibit the payment of any Obligation by the Borrower, any other Guarantor or Obligor or any other Person; or

(vii) any other act or omission to act or delay of any kind by the Borrower, any other Guarantor or Obligor, any other party to any Secured Agreement, any Secured Party or any other Person, or any other circumstance whatsoever that might, but for the provisions of this clause (vii), constitute a legal or equitable discharge of or defense of a surety or guarantor to any obligation of any Guarantor hereunder.

(c) *Release of Secured Guarantees.* (i) All Secured Guarantees will be released when all Release Conditions are satisfied. If at any time any payment of a Obligation is rescinded or must be otherwise restored or returned upon the insolvency or receivership of the Borrower, any other Obligor or otherwise, the Secured Guarantees shall be reinstated with respect thereto as though such payment had been due but not made at such time.

(ii) In addition, if any Guarantor shall cease to be a Subsidiary of the Borrower as permitted by Section 9.21(b) of the Credit Agreement, the Collateral Agent, at the request of the Borrower, shall release such Guarantor from its Secured Guaranty and its other Obligations under the Loan Documents;

(iii) Upon any termination of a Secured Guaranty, the Collateral Agent will, in accordance with Section 9.21(d) of the Credit Agreement, execute and deliver to the Borrower such documents as it shall reasonably request to evidence the termination thereof.

(d) *Waiver by Guarantors.* Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Borrower, any other Guarantor or Obligor or any other Person. Each Guarantor expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel the Collateral Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Guarantor. Each Guarantor waives all defenses available to a surety, guarantor or accommodation co-obligor other than payment in full of all Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of any Obligations as long as it is a Guarantor.

(e) *Subrogation.* A Guarantor that makes a payment with respect to an Obligation hereunder shall be subrogated to the rights of the payee against the Borrower or the applicable Obligor with respect to such payment; *provided* that no Guarantor shall enforce any payment by way of subrogation against the Borrower or the applicable Obligor, or by reason of contribution against any other guarantor of such Obligation, until all the Release Conditions have been satisfied.

(f) *Stay of Acceleration.* If acceleration of the time for payment of any Obligation by the Borrower or the applicable Obligor is stayed by reason of the insolvency or receivership of the Borrower or the applicable Obligor or otherwise, all Obligations otherwise subject to acceleration under the terms of any Secured Agreement shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Collateral Agent.

(g) *Right of Set-Off.* In addition to any rights and remedies of the Secured Parties provided by law, each Secured Party shall have the right, upon any amount becoming due and payable by any Guarantor hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured at any time held or owing by such Secured

Party or any branch or agency thereof to or for the credit or the account of such Guarantor. Each Secured Party agrees to promptly notify such Guarantor and the Collateral Agent after any such setoff and application made by such Secured Party; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

(h) *Continuing Guarantee*. Each Secured Guarantee is a continuing guarantee, shall be binding on the relevant Guarantor and its successors and assigns, and shall be enforceable by the Collateral Agent or the Secured Parties. If all or part of any Secured Party's interest in any Obligation is assigned or otherwise transferred, the transferor's rights under each Secured Guarantee, to the extent applicable to the obligation so transferred, shall automatically be transferred with such obligation.

(i) *Limitation on Obligations of Guarantor*. The obligations of each Guarantor under its Secured Guarantee shall be limited to an aggregate amount equal to the largest amount that would not render such Secured Guarantee subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provisions of applicable law.

(j) *Right of Contribution*. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2(e). The provisions of this Section 2(j) shall in no respect limit the obligations and liabilities of any Guarantor to the Collateral Agent and the Secured Parties, and each Guarantor shall remain liable to the Collateral Agent and the Secured Parties for the full amount guaranteed by such Guarantor hereunder.

SECTION 3. *Grant of Transaction Liens*. (a) The Borrower, in order to secure all Obligations, and each Guarantor party hereto, in order to secure all Obligations, including its Obligations under its Secured Guarantee, grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all the following property of such Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Money and Deposit Accounts;
- (iv) all Documents;

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- (v) all Equipment;
 - (vi) all General Intangibles (including (x) any Equity Interests in other Persons that do not constitute Investment Property and (y) any Intellectual Property);
 - (vii) all Instruments;
 - (viii) all Inventory;
 - (ix) all Investment Property;
 - (x) the Commercial Tort Claims described in Schedule 3;
 - (xi) all Letter-of-Credit Rights;
 - (xii) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Grantor pertaining to any of its Collateral;
 - (xiii) all Proceeds of the Collateral described in the foregoing clauses (i) through (xii);

provided that the following property is excluded from the foregoing security interests (it being understood that such grant will be applicable at such time as any such property or assets ceases to constitute Excluded Assets): (A) motor vehicles the perfection of a security interest in which is excluded from the Uniform Commercial Code in the relevant jurisdiction, (B) Excluded Equity Interests, (C) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than the Borrower or Grantor) after giving effect to the applicable anti-assignment provisions of the UCC, (D) any properties and assets with respect to which the Collateral Agent determines in its good faith judgment that the costs or other consequences of granting or perfecting a security interest therein are excessive in view of the benefits to be obtained by the Secured Parties, (E) any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, (F) any real property (which shall, notwithstanding anything herein to the contrary, be subject to the requirements of Section 5.11(c) and 5.13(a) of the Credit Agreement), (G) any letter of credit rights to the extent any Grantor is required by applicable law to apply the proceeds of a drawing of such letter of credit for a specified purpose, (H) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby

after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, (I) any property to the extent that the grant of a security interest therein is prohibited by any applicable law or regulation, requires a consent not obtained of any Governmental Authority pursuant to any applicable law or regulation, or is prohibited by, or would constitute a breach or default under or would result in the termination, invalidation or abandonment of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, any applicable shareholder or similar agreement and (J) the Excluded Accounts (the foregoing, collectively, the “ **Excluded Assets**”), *provided* that the foregoing limitation in clause (I) shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any asset or right to the extent that Sections 9-406 and 9-408 of the Uniform Commercial Code as in effect on the date hereof would permit (and excuse any default or violation resulting therefrom) the creation of a security interest in such asset or right notwithstanding such law or regulation or the provision of such contract, license, agreement, instrument or shareholder or similar agreement prohibiting the creation of a security interest therein or shall render such provision unenforceable. Each Grantor shall upon request of the Collateral Agent use commercially reasonable efforts to obtain any such required consent that is reasonably obtainable, it being understood and agreed that no Grantor shall be required to obtain any such consent if the Borrower reasonably determines in its good faith judgment that the costs of obtaining such consent are excessive in view of the benefits to be obtained by the Secured Parties thereby.

(b) With respect to each right to payment or performance included in the Collateral from time to time, the Transaction Lien granted therein includes a continuing security interest in (i) any Supporting Obligation that supports such payment or performance and (ii) any Lien that (x) secures such right to payment or performance or (y) secures any such Supporting Obligation.

(c) The Transaction Liens are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of any Grantor with respect to any of the Collateral or any transaction in connection therewith.

SECTION 4. *General Representations and Warranties.* Each Grantor represents and warrants that:

(a) Such Grantor (a) is duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority to own and operate its properties, to lease the properties it operates as lessee and to conduct the business in which it is currently engaged as it is currently conducted, (c) is duly qualified as a foreign corporation and in good standing under the laws of

each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification except to the extent that the failure to so qualify could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all applicable laws, rules and regulations, except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) With respect to each Original Grantor, Schedule 1 lists all Equity Interests in Subsidiaries and Affiliates of such Grantor owned by such Grantor as of the Closing Date. Such Grantor holds all such Equity Interests directly (*i.e.*, not through a Subsidiary, a Securities Intermediary or any other Person).

(c) With respect to each Original Grantor, Schedule 2 lists, as of the Closing Date, (i) all Securities owned by such Grantor (except for Excluded Equity Interests and Securities evidencing Equity Interests in Subsidiaries and Affiliates of such Grantor) and (ii) all Securities Accounts (other than any one or more Securities Accounts comprising Financial Assets of less than \$250,000 in the aggregate) to which Financial Assets are credited in respect of which such Grantor owns Security Entitlements.

(d) As of the Closing Date, such Grantor owns no Commodity Account in respect of which such Grantor is the Commodity Customer.

(e) All Pledged Equity Interests owned by such Grantor are owned by it free and clear of any Lien other than (i) Permitted Collateral Liens, (ii) any Liens permitted by the ABL Facility and any other Permitted First Lien Debt and (iii) any liens imposed by law. All shares of capital stock included in such Pledged Equity Interests (including shares of capital stock in respect of which such Grantor owns a Security Entitlement) have been duly authorized and validly issued and are fully paid and non-assessable. None of such Pledged Equity Interests is subject to any option to purchase or similar right of any Person.

(f) Such Grantor has good and marketable title to all its Collateral (subject to exceptions that are, in the aggregate, not material), free and clear of any Lien other than Permitted Collateral Liens.

(g) Such Grantor has not performed any acts that are reasonably likely to prevent the Collateral Agent from enforcing any of the provisions of the Security Documents or that would limit the Collateral Agent in any such enforcement. No financing statement, security agreement, mortgage or similar or equivalent document or instrument covering all or part of the Collateral owned by such Grantor is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect or record a Lien on such Collateral, except financing statements, mortgages or other similar or equivalent documents with respect to Permitted Collateral Liens. After the Closing Date, no Collateral owned by such Grantor will be in the possession or under the Control of any other Person having a claim thereto or security interest therein, other than a Permitted Collateral Lien.

(h) The Transaction Liens on all Collateral owned by such Grantor (i) have been validly created, (ii) will attach to each item of such Collateral on the Closing Date (or, if such Grantor first obtains rights thereto on a later date, on such later date) and (iii) when so attached, will secure all the Obligations, including the Obligations under its Secured Guarantee, as the case may be.

(i) Such Grantor has delivered a Perfection Certificate to the Collateral Agent. With respect to each Original Grantor, information set forth therein is correct and complete, in all material respects, as of the Closing Date.

(j) When UCC financing statements describing the Collateral as “all assets” or “all personal property now existing or hereinafter acquired” or other words to that effect have been filed in the offices specified in such Perfection Certificate, the Transaction Liens will constitute perfected security interests in the Collateral owned by such Grantor to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all Liens and rights of others therein except Permitted Collateral Liens. When, in addition to the filing of such UCC financing statements, the applicable Intellectual Property Filings have been made with respect to such Grantor’s Recordable Intellectual Property (including any future filings required pursuant to Sections 5(a) and 6(a)), the Transaction Liens will constitute perfected security interests in all right, title and interest of such Grantor in its Recordable Intellectual Property to the extent that security interests therein may be perfected by such filings, prior to all Liens and rights of others therein except Permitted Collateral Liens. Except for (x) the filing of such UCC financing statements, (y) such Intellectual Property Filings, and (z) additional Intellectual Property Filings that may be necessary to perfect the Transaction Liens with respect to such Grantor’s Patents, Trademarks and Copyrights that do not constitute Recordable Intellectual Property, no registration, recordation or filing with any governmental body, agency or official is required in connection with the execution or delivery of the Security Documents or is necessary for the validity or enforceability thereof or for the perfection (other than in respect of deposit accounts) or due recordation of the Transaction Liens or for the enforcement of the Transaction Liens. Notwithstanding anything herein to the contrary, no Grantor shall take any action to perfect any security interest in any part of the Collateral under the laws of any jurisdiction outside of the United States of America.

(k) Such Grantor has taken, and will continue to take, all actions necessary under the UCC to perfect its interest in any Accounts or Chattel Paper purchased or otherwise acquired by it, as against its assignors and creditors of its assignors, except with respect to actions not required to be taken until a specified period after the Closing Date.

SECTION 5. *Further Assurances; General Covenants*. Each Grantor covenants as follows:

(a) Such Grantor will, from time to time, at the Borrower's expense, execute, deliver, file and record any reasonable statement, assignment, instrument, document, agreement or other paper and take any other action (including any Intellectual Property Filing but solely with respect to Recordable Intellectual Property) that from time to time may be necessary, or that the Collateral Agent may reasonably request, in order to:

(i) create, preserve, perfect, confirm or validate the Transaction Liens on such Grantor's Collateral;

(ii) in the case of (a) Pledged Deposit Accounts (other than Exempt Accounts), Pledged Investment Property or Pledged Securities Accounts (other than Exempt Accounts) and (b) upon the occurrence and during the continuance of an Event of Default, Pledged Letter-of-Credit Rights, cause the Collateral Agent to have Control thereof (subject to exclusions expressly set forth therein and in the Credit Agreement);

(iii) enable the Collateral Agent and the other Secured Parties to obtain the full benefits of the Security Documents; or

(iv) enable the Collateral Agent to exercise and enforce any of its rights, powers and remedies with respect to any of such Grantor's Collateral.

Such Grantor authorizes the Collateral Agent to execute and file such financing statements or continuation statements in such jurisdictions with such descriptions of collateral (including "all assets" or "all personal property now existing or hereinafter acquired" or other words to that effect) and other information set forth therein as the Collateral Agent may deem necessary or desirable for the purposes set forth in the preceding sentence. Each Grantor also ratifies its authorization for the Collateral Agent to file in any such jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interests granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party. The Borrower will pay the costs of, or reasonably incidental to, any Intellectual Property Filings and any recording or filing of any financing or continuation statements or other documents recorded or filed pursuant hereto.

(b) Such Grantor shall furnish to the Collateral Agent 10 Business Days (or such shorter period as Collateral Agent may agree) prior written notice of any change (1) in its name, (2) in its jurisdiction of organization or formation, (3) in its identity or corporate structure or (4) in its federal taxpayer identification number. Such Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral under the Loan Documents.

(c) If any of its Collateral is in the possession or control of a warehouseman, bailee or agent at any time, when an Event of Default shall have occurred and be continuing, such Grantor will, upon the request of the Collateral Agent: (i) notify such warehouseman, bailee or agent of the relevant Transaction Liens, (ii) instruct such warehouseman, bailee or agent to hold all such Collateral for the Collateral Agent's account subject to the Collateral Agent's instructions (which shall permit such Collateral to be removed by such Grantor in the ordinary course of business until the Collateral Agent notifies such warehouseman, bailee or agent that an Event of Default has occurred and is continuing), (iii) cause such warehouseman, bailee or agent to Authenticate a Record acknowledging that it holds possession of such Collateral for the Collateral Agent's benefit and (iv) make such Authenticated Record available to the Collateral Agent.

(d) Such Grantor will promptly upon request, provide to the Collateral Agent all information and evidence concerning such Grantor's Collateral that the Collateral Agent may reasonably request from time to time to enable it to enforce the provisions of the Security Documents.

(f) Except as permitted under the Credit Agreement, each Grantor shall defend its title to Collateral and the Collateral Agent's Liens therein against all Persons, claims and demands, except Permitted Collateral Liens.

SECTION 6. *Intellectual Property*. Each Grantor covenants as follows:

(a) On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will sign and deliver to the Collateral Agent Intellectual Property Notices with respect to all Recordable Intellectual Property then owned by it; *provided* that the Original Grantors shall only be required to deliver Intellectual Property Notices with respect to Exclusive Copyright Licenses included in the Recordable Intellectual Property by the date specified for the delivery thereof in Schedule 5.14 to the Credit Agreement. Within 45 calendar days after the last day of each fiscal quarter thereafter, it will sign and deliver to the Collateral Agent an appropriate Intellectual Property Notice covering any Recordable Intellectual Property owned by it on the last day of such fiscal quarter that is not covered by any previous Intellectual Property

Notices so signed and delivered by it. In each case, it will, within 45 calendar days after the last day of each such fiscal quarter, make all Intellectual Property Filings necessary to record the Transaction Liens on such Recordable Intellectual Property.

(b) Such Grantor will notify the Collateral Agent within 45 days after the last day of the fiscal quarter in which it learns that any application or registration relating to any Intellectual Property owned by it may become abandoned, or of any adverse, final and non-appealable determination (including any final, non-appealable adverse determination in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of such Intellectual Property, its right to register or patent the same, or its right to keep and maintain the same, in each case of the foregoing, except to the extent that the loss of such Intellectual Property would not reasonably be expected to have a Material Adverse Effect. If any of such Grantor's rights to any Intellectual Property are materially infringed or misappropriated by a third party and such infringement or misappropriation would be reasonably expected to have a Material Adverse Effect, such Grantor will notify the Collateral Agent within 45 calendar days after it learns thereof and will, unless such Grantor shall reasonably determine that such action would be of negligible value, economic or otherwise, promptly take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

(c) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon the request of the Collateral Agent therefor, use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Exclusive Copyright License and each material Copyright License, Patent License and Trademark License under which such Grantor is the licensee to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent, for the ratable benefit of the Secured Parties, or its designee.

SECTION 7. *Investment Property.* Each Grantor represents, warrants and covenants as follows:

(a) *Certificated Securities.* On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will deliver to the Collateral Agent as Collateral hereunder all certificates representing Pledged Certificated Securities then owned by such Grantor. Thereafter, whenever such Grantor acquires any other certificate representing a Pledged Certificated Security, such Grantor will promptly (and in any event within 10 Business Days) deliver such certificate to the Collateral Agent as Collateral hereunder. The provisions of this subsection are subject to the limitation in Section 7(j) in the case of voting Equity Interests in a Foreign Subsidiary.

(b) *Uncertificated Securities*. On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will enter into (and cause the relevant issuer to enter into) an Issuer Control Agreement in respect of each Pledged Uncertificated Security then owned by such Grantor and deliver such Issuer Control Agreement to the Collateral Agent (which shall enter into the same). Thereafter, whenever such Grantor acquires any other Pledged Uncertificated Security, such Grantor will promptly (and in any event within 10 Business Days) enter into (and cause the relevant issuer to enter into) an Issuer Control Agreement in respect of such Pledged Uncertificated Security and deliver such Issuer Control Agreement to the Collateral Agent (which shall enter into the same). The provisions of this subsection are subject to the limitation in Section 7(j) in the case of voting Equity Interests in a Foreign Subsidiary.

(c) *Security Entitlements*. On the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will, with respect to each Security Entitlement then owned by it, enter into (and cause the relevant Securities Intermediary to enter into) a Securities Account Control Agreement in respect of such Security Entitlement and the Securities Account to which the underlying Financial Asset is credited and will deliver such Securities Account Control Agreement to the Collateral Agent (which shall enter into the same); *provided* that the Grantors have the right not to comply with this section with respect to Exempt Accounts (and Financial Assets credited thereto and related Security Entitlements). Thereafter, whenever such Grantor acquires any other Security Entitlement with respect to Financial Assets (other than a Financial Asset credited to an account that would be an Exempt Account immediately after such Financial Asset is so credited), promptly (and in any event within 10 Business Days) cause the underlying Financial Asset to be credited to a Controlled Securities Account.

(d) *Perfection as to Certificated Securities*. When such Grantor delivers the certificate representing any Pledged Certificated Security owned by it to the Collateral Agent and complies with Section 7(h) in connection with such delivery, (i) the Transaction Lien on such Pledged Certificated Security will be perfected, subject to no prior Liens or rights of others (other than Permitted Collateral Liens), (ii) the Collateral Agent will have Control of such Pledged Certificated Security and (iii) assuming the Collateral Agent does not have notice of any adverse claim to such perfected Certificated Security (it being understood and agreed that as of the Closing Date, the Collateral Agent does not have notice of any adverse claim to such Pledged Certificated Security other than the ABL Administrative Agent's claim under the Security Documents (as defined in the ABL Credit Agreement)), the Collateral Agent will be a protected purchaser (within the meaning of UCC Section 8-303) thereof.

(e) *Perfection as to Uncertificated Securities*. When such Grantor, the Collateral Agent and the issuer of any Pledged Uncertificated Security owned by such Grantor enter into an Issuer Control Agreement with respect thereto, (i) the Transaction Lien on such Pledged Uncertificated Security will be perfected, subject to no prior Liens or rights of others (other than Permitted Collateral Liens), (ii) the Collateral Agent will have Control of such Pledged Uncertificated Security and (iii) assuming the Collateral Agent does not have notice of any adverse claim to such Pledged Uncertificated Security (it being understood and agreed that as of the Closing Date, the Collateral Agent does not have notice of any adverse claim to such Pledged Uncertificated Security other than the ABL Administrative Agent's claim under the Security Documents (as defined in the ABL Credit Agreement)), the Collateral Agent will be a protected purchaser (within the meaning of UCC Section 8-303) thereof.

(f) *Perfection as to Security Entitlements*. So long as the Financial Asset underlying any Security Entitlement owned by such Grantor is credited to a Controlled Securities Account, (i) the Transaction Lien on such Security Entitlement will be perfected, subject to no prior Liens or rights of others (except Liens and rights of the relevant Securities Intermediary that are Permitted Collateral Liens), (ii) the Collateral Agent will have Control of such Security Entitlement and (iii) assuming the Collateral Agent acquires its Security Entitlement with respect thereto without notice of any adverse claim thereto (it being understood and agreed that as of the Closing Date, the Collateral Agent does not have notice of any adverse claim to such Security Entitlement), no action based on an adverse claim to such Security Entitlement or such Financial Asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against the Collateral Agent or any other Secured Party.

(g) *Agreement as to Applicable Jurisdiction*. In respect of all Security Entitlements owned by such Grantor, and all Pledged Securities Accounts to which the related Financial Assets are credited, the related Securities Account Control Agreement will provide that the Securities Intermediary's jurisdiction (determined as provided in UCC Section 8-110(e)) will at all times be located in the United States.

(h) *Delivery of Pledged Certificates*. All certificates representing Pledged Certificated Securities, when delivered to the Collateral Agent, will be in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, with signatures appropriately guaranteed, all in form and substance reasonably satisfactory to the Collateral Agent.

(i) *Communications*. Upon the reasonable request of the Collateral Agent, each Grantor will promptly give to the Collateral Agent copies of any notices and other communications received by it with respect to (i) Pledged Securities registered in the name of such Grantor or its nominee and (ii) Pledged

Security Entitlements as to which such Grantor is the Entitlement Holder; *provided* that, with respect to any such notice or other communication that could reasonably be expected to adversely affect the security interest of the Collateral Agent in such Pledged Securities or Pledged Securities Entitlements granted hereunder or the perfection thereof, the Collateral Agent shall be deemed to have made such request on the last day of each fiscal quarter of the Borrower.

(j) *Foreign Subsidiaries*. A Grantor will not be obligated to comply with the provisions of this Section at any time with respect to any voting Equity Interest in a Foreign Subsidiary if and to the extent (but only to the extent) that such voting Equity Interest is excluded from the Transaction Liens at such time pursuant to the definition of “Excluded Equity Interests” and/or the comparable provisions of one or more Security Agreement Supplements.

(k) *Certification of Limited Liability Company and Partnership Interests*. Any limited liability company and any partnership controlled by any Grantor shall either (a) not include in its operative documents any provision that any Equity Interests in such limited liability company or such partnership be a “security” as defined under Article 8 of the Uniform Commercial Code, or (b) certificate any Equity Interests in any such limited liability company or such partnership. To the extent an interest in any limited liability company or partnership controlled by any Grantor and pledged hereunder is certificated or becomes certificated, each such certificate shall be delivered to the Collateral Agent pursuant to Section 7(a) and such Grantor shall fulfill all other requirements under Section 7 applicable in respect thereof.

SECTION 8. *Deposit Accounts*. Each Grantor represents, warrants and covenants as follows:

(a) All cash owned by such Grantor shall be deposited, upon or promptly after receipt thereof, in one or more Controlled Deposit Accounts or an account that would be an Exempt Account immediately after such deposit.

(b) In respect of each Controlled Deposit Account, the related Deposit Account Control Agreement will provide that the Depository Bank’s jurisdiction (determined as provided in UCC Section 9-304) will at all times be a jurisdiction in which Article 9 of the Uniform Commercial Code is in effect.

(c) So long as the Collateral Agent has Control of a Controlled Deposit Account, the Transaction Lien on such Controlled Deposit Account will be perfected, subject to no prior Liens or rights of others (except (x) the Depository Bank’s right to deduct its normal operating charges and any uncollected funds previously credited thereto, (y) Permitted Collateral Liens and (z) as provided in the ABL Intercreditor Agreement).

(d) The Asset Sale Proceeds Pledge Account shall be a Controlled Deposit Account and in no event shall any proceeds of ABL Priority Collateral (as defined in the ABL Intercreditor Agreement) be deposited in the Asset Sale Proceeds Pledged Account.

SECTION 9. *Commercial Tort Claims.* Each Grantor represents, warrants and covenants as follows:

(a) In the case of an Original Grantor, Schedule 3 accurately describes, with the specificity required to satisfy Official Comment 5 to UCC Section 9-108, each Material Commercial Tort Claim with respect to which such Original Grantor is the claimant as of the Closing Date. In the case of any other Grantor, Schedule 3 to its first Security Agreement Supplement will accurately describe, with the specificity required to satisfy said Official Comment 5, each Material Commercial Tort Claim with respect to which such Grantor is the claimant as of the date on which it signs and delivers such Security Agreement Supplement.

(b) If any Grantor acquires a Material Commercial Tort Claim after the Closing Date (in the case of an Original Grantor) or the date on which it signs and delivers its first Security Agreement Supplement (in the case of any other Grantor), such Grantor will promptly (and in any event within 10 Business Days) sign and deliver to the Collateral Agent a Security Agreement Supplement granting a security interest in such Commercial Tort Claim (which shall be described therein with the specificity required to satisfy said Official Comment 5) to the Collateral Agent for the benefit of the Secured Parties.

SECTION 10. *Transfer of Record Ownership.* At any time when an Event of Default shall have occurred and be continuing, the Collateral Agent may (and to the extent that action by it is required, the relevant Grantor, if directed to do so by the Collateral Agent, will as promptly as practicable) cause each of the Pledged Securities (or any portion thereof specified in such direction) to be transferred of record into the name of the Collateral Agent or its nominee. Each Grantor will take any and all actions reasonably requested by the Collateral Agent to facilitate compliance with this Section. If the provisions of this Section are implemented, Section 7(b) shall not thereafter apply to any Pledged Security that is registered in the name of the Collateral Agent or its nominee. The Collateral Agent will promptly give to the relevant Grantor copies of any notices and other communications received by the Collateral Agent with respect to Pledged Securities registered in the name of the Collateral Agent or its nominee.

SECTION 11. *Right to Vote Securities; Right to Proceeds of Insurance.* (a) Unless an Event of Default shall have occurred and be continuing, each Grantor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to any Pledged Security owned by it and the Financial Asset underlying any Pledged Security Entitlement owned by it, and the Collateral Agent will, upon receiving a written request from such Grantor, deliver

to such Grantor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any such Pledged Security that is registered in the name of the Collateral Agent or its nominee or any such Pledged Security Entitlement as to which the Collateral Agent or its nominee is the Entitlement Holder, in each case as shall be specified in such request and be in form and substance satisfactory to the Collateral Agent.

(b) If an Event of Default shall have occurred and be continuing, upon written notice thereof to the Borrower, the Collateral Agent shall have the exclusive right to the extent permitted by law to vote, to give consents, ratifications and waivers and to take any other action with respect to the Pledged Investment Property, the other Pledged Equity Interests and the Financial Assets underlying the Pledged Security Entitlements, with the same force and effect as if the Collateral Agent were the absolute and sole owner thereof, and each Grantor shall take all such action as the Collateral Agent may reasonably request from time to time to give effect to such right.

(c) Upon the receipt by Collateral Agent of a request from a Grantor that the Agent (i) turn over the proceeds of any policy of insurance of such Grantor on which the Agent is named as a loss payee or (ii) provide written instructions to the related insurer directing the insurer to pay the proceeds thereof directly to such Grantor or its designee, Collateral Agent shall promptly (and in any event within two Business Days) turn over such proceeds or provide such written instructions in accordance with the request of such Grantor, unless and to the extent (x) such proceeds are required to be applied to the repayment of the Obligations under the Credit Agreement at such time or (y) an Event of Default shall have occurred and be continuing.

SECTION 12. *Certain Cash Distributions*. Cash Distributions with respect to assets held in a Collateral Account shall be deposited and held therein, or withdrawn therefrom, as provided herein and in the Credit Agreement. Funds held in any Collateral Account may, until withdrawn, be invested and reinvested in such Permitted Investments as the relevant Grantor shall request from time to time; *provided* that if an Event of Default shall have occurred and be continuing, the Collateral Agent may select such Permitted Investments.

SECTION 13. *Remedies upon Event of Default*. (a) If an Event of Default shall have occurred and be continuing, the Collateral Agent may exercise (or cause its sub-agents to exercise) any or all of the remedies available to it (or to such sub-agents) under the Loan Documents.

(b) Without limiting the generality of the foregoing, if an Event of Default shall have occurred and be continuing, the Collateral Agent may exercise on behalf of the Secured Parties all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to any Collateral and, in addition, the Collateral Agent may, without being

required to give any notice, except as herein provided or as may be required by mandatory provisions of law, sell or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Collateral. To the maximum extent permitted by applicable law, any Secured Party may be the purchaser of any or all of the Collateral at any such sale and the Collateral Agent (as administrative agent for and representative of the Secured Parties), for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, shall be entitled to use and apply all of any part of the Obligations as a credit on account of the purchase price of any Collateral payable at such sale. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent shall not be obliged to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by law, each Grantor hereby waives any claim against any Secured Party arising because the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. The Collateral Agent may disclaim any warranty, as to title or as to any other matter, in connection with such sale or other disposition, and its doing so shall not be considered adversely to affect the commercial reasonableness of such sale or other disposition.

(c) If the Collateral Agent sells any of the Collateral upon credit, the Grantors will be credited only with payment actually made by the purchaser, received by the Collateral Agent and applied in accordance with Section 14 hereof. In the event the purchaser fails to pay for the Collateral, the Collateral Agent may resell the same, subject to the same rights and duties set forth herein.

(d) Notice of any such sale or other disposition shall be given as required by applicable law, rule or regulation. Each Grantor hereby agrees that 10 days' written notice of any proposed sale or other disposition of Collateral by the Collateral Agent shall be reasonable.

(e) For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent a license (exercisable without payment of royalty or other compensation to the Grantors and subject to any prior rights granted by such Grantor to third parties), to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs (solely to the extent permitted by the relevant licenses therefor) used for the compilation or printout thereof; *provided, however*, that any trademarks or service marks licensed pursuant to the foregoing may be used only in connection with goods and services of similar type and similar or greater quality than those theretofore sold by such Grantor under such trademark or service mark. The use of such license by the Collateral Agent may be exercised only upon the occurrence and during the continuation of an Event of Default; *provided, however*, that any license or sublicense entered into by the Collateral Agent in accordance herewith shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

SECTION 14. *Application of Proceeds*. (a) If an Event of Default shall have occurred and be continuing, the Collateral Agent may apply (i) any cash held in the Collateral Accounts and (ii) the proceeds of any sale or other disposition of all or any part of the Collateral to the Obligations, which application shall be made by the Collateral Agent (as administrative agent for the Secured Parties) in the following order (subject to the terms of the ABL Intercreditor Agreement):

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including all reasonable fees, disbursements and other charges of counsel under Section 9.05 of the Credit Agreement and amounts payable under Sections 2.14 through 2.21 of the Credit Agreement) payable to the Administrative Agent or the Collateral Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including all reasonable fees, disbursements and other charges of counsel under Section 9.05 of the Credit Agreement and amounts payable under Sections 2.14 through 2.21 of the Credit Agreement), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on, and unpaid principal of, the Term Loans, the Obligations under Secured Hedge Agreements and the Obligations under Secured Cash Management Obligations, ratably among the Secured Parties in proportion to the respective amounts described in this clause Third held by them;

Fourth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent, the Collateral Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent, the Collateral Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Borrower or as otherwise required by applicable law, rule or regulation.

(b) If at any time any portion of any monies collected or received by the Collateral Agent would, but for the provisions of this Section 14(b), be payable pursuant to Section 14(a) in respect of a Contingent Obligation, the Collateral Agent shall not apply any monies to pay such Contingent Obligation but instead shall request the holder thereof, at least 10 days before each proposed distribution hereunder, to notify the Collateral Agent as to the maximum amount of such Contingent Obligation if then ascertainable (*e.g.*, in the case of a letter of credit, the maximum amount available for subsequent drawings thereunder). If the holder of such Contingent Obligation does not notify the Collateral Agent of the maximum ascertainable amount thereof at least two Business Days before such distribution, such holder will not be entitled to share in such distribution. If such holder does so notify the Collateral Agent as to the maximum ascertainable amount thereof, the Collateral Agent will allocate to such holder a portion of the monies to be distributed in such distribution, calculated as if such Contingent Obligation were outstanding in such maximum ascertainable amount. However, the Collateral Agent will not apply such portion of such monies to pay such Contingent Obligation, but instead will hold such monies or invest such monies in Permitted Investments. All such monies and Permitted Investments and all proceeds thereof will constitute Collateral hereunder, but will be subject to distribution in accordance with this Section 14(b) rather than Section 14(a). The Collateral Agent will hold all such monies and Permitted Investments and the net proceeds thereof in trust until all or part of such Contingent Obligation becomes a Non-Contingent Obligation, whereupon the Collateral Agent at the request of the relevant Secured Party will apply the amount so held in trust to pay such Non-Contingent Obligation; *provided* that, if the other Secured Obligations theretofore paid pursuant to the same clause of Section 14(a) (*i.e.*, clause *second*

or *third*) were not paid in full, the Collateral Agent will apply the amount so held in trust to pay the same percentage of such Non-Contingent Obligation as the percentage of such other Secured Obligations theretofore paid pursuant to the same clause of Section 14(a). If (i) the holder of such Contingent Obligation shall advise the Collateral Agent that no portion thereof remains in the category of a Contingent Obligation and (ii) the Collateral Agent still holds any amount held in trust pursuant to this Section 14(b) in respect of such Contingent Obligation (after paying all amounts payable pursuant to the preceding sentence with respect to any portions thereof that became Non-Contingent Obligations), such remaining amount will be applied by the Collateral Agent in the order of priorities set forth in Section 14(a).

(c) In making the payments and allocations required by this Section, the Collateral Agent may rely upon information supplied to it pursuant to Section 18(c). All distributions made by the Collateral Agent pursuant to this Section shall be final (except in the event of manifest error) and the Collateral Agent shall have no duty to inquire as to the application by any Secured Party of any amount distributed to it.

SECTION 15. *Fees and Expenses; Indemnification.* (a) All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Collateral Agent to any Person to realize upon any Collateral, shall be borne and paid by the Grantors. The Borrower will forthwith upon demand pay to the Collateral Agent:

(i) the amount of any taxes that the Collateral Agent may have been required to pay by reason of the Transaction Liens or to free any Collateral from any other Lien thereon;

(ii) the amount of any reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation, execution and administration of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the Transactions, including, without limitation, the reasonable fees, charges and disbursements of a single counsel to the Collateral Agent and Lenders (which shall be selected by the Collateral Agent) and, if applicable, one special or local counsel in each applicable jurisdiction, as appropriate and, in the case of a conflict of interest, Secured Parties may engage and be reimbursed for additional counsel; and

(iii) the amount required to pay or reimburse each Secured Party and the Collateral Agent for all its reasonable costs and expenses incurred in connection with the enforcement of any rights under this

Agreement, the other Loan Documents and any such other documents, including, without limitation, the fees and disbursements of one counsel selected by the Collateral Agent and, at any time after and during the continuance of an Event of Default, of one counsel to the Lenders and, if applicable, special or local counsel in each applicable jurisdiction, as appropriate, and, in the case of a conflict of interest, Secured Parties may engage and be reimbursed for additional counsel, as appropriate.

Any such amount not paid to the Collateral Agent on demand will bear interest for each day thereafter until paid at the rate provided for in Section 2.07 of the Credit Agreement.

(b) If any transfer tax, documentary stamp tax or other tax is payable in connection with any transfer or other transaction provided for in the Security Documents, the Borrower will pay such tax and provide any required tax stamps to the Collateral Agent or as otherwise required by law.

(c) The Borrower shall indemnify each of the Secured Parties, their respective affiliates and the respective directors, officers, agents and employees of the foregoing (each an “**Indemnitee**”) in accordance with Section 9.05 of the Credit Agreement.

SECTION 16. Authority to Administer Collateral. Each Grantor irrevocably appoints the Collateral Agent (and all Persons designated by the Collateral Agent) as its true and lawful attorney (and agent in fact), with full power of substitution, in its name or in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s sole cost and expense, to the extent permitted by law and without notice, to exercise, at any time and from time to time, all or any of the following powers with respect to all or any of such Grantor’s Collateral:

(i) endorse a Grantor’s name on any proceeds of Collateral (including proceeds of insurance) that come into the Collateral Agent’s possession or control; or

(ii) during the continuance of any Event of Default:

(A) notify any Account Debtors of the assignment of their Accounts, demand and enforce payment of Accounts by legal proceedings or otherwise, and generally exercise any rights and remedies with respect to Accounts;

(B) demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,

(C) settle, adjust, modify, compromise, compound, discharge, release, prosecute or defend any Accounts or other Collateral or any action or proceeding with respect thereto,

(D) collect, liquidate and receive balances in Pledged Deposit Accounts or Pledged Securities Accounts, and take control, in any manner, of proceeds of Collateral;

(E) prepare, file and sign a Grantor's name to a proof of claim or other document in a bankruptcy of an Account Debtor, or to any notice, assignment or satisfaction of Lien or similar document;

(F) receive, open and dispose of mail addressed to a Grantor, and notify postal authorities to deliver any such mail to an address designated by the Collateral Agent;

(G) endorse any Chattel Paper, Document, Instrument, bill of lading, or other document or agreement relating to any Accounts, Inventory or other Collateral;

(H) use a Grantor's stationery and sign its name to verifications of Accounts and notices to Account Debtors;

(I) use information contained in any data processing, electronic or information systems relating to Collateral;

(J) make and adjust claims under insurance policies;

(K) take any action as may be necessary or appropriate to obtain payment under any letter of credit, banker's acceptance or other instrument for which a Grantor is a beneficiary;

(L) sell, lease, license or otherwise dispose of the same or the proceeds or avails thereof, as fully and effectually as if the Collateral Agent were the absolute owner thereof,

(M) extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto; and

(N) take all other actions as the Collateral Agent deems appropriate to fulfill any Grantor's obligations under the Loan Documents.

SECTION 17. *Limitation on Duty in Respect of Collateral.* Beyond the exercise of reasonable care in the custody and preservation thereof, the Collateral

Agent will have no duty as to any Collateral in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Collateral Agent will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Collateral Agent in good faith, except to the extent that such liability arises from the Collateral Agent's gross negligence or willful misconduct.

SECTION 18. *General Provisions Concerning the Collateral Agent.*

(a) *The Collateral Agent.* The provisions of Article 8 of the Credit Agreement shall inure to the benefit of the Collateral Agent, and shall be binding upon all Grantors and all Secured Parties, in connection with this Agreement and the other Security Documents. Without limiting the generality of the foregoing, (i) the Collateral Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing, (ii) the Collateral Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Security Documents that the Collateral Agent is required in writing to exercise by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.07 of the Credit Agreement), and (iii) except as expressly set forth in the Loan Documents, the Collateral Agent shall not have any duty to disclose, and shall not be liable for any failure to disclose, any information relating to any Grantor that is communicated to or obtained by the bank serving as the Collateral Agent or any of its Affiliates in any capacity. The Collateral Agent shall not be responsible for the existence, genuineness or value of any Collateral or for the validity, perfection, priority or enforceability of any Transaction Lien, whether impaired by operation of law or by reason of any action or omission to act on its part under the Security Documents. The Collateral Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.07 of the Credit Agreement) or in the absence of its own gross negligence or willful misconduct. The Collateral Agent shall be deemed not to have knowledge of any Event of Default unless and until written notice thereof is given to the Collateral Agent by the Borrower or a Secured Party.

(b) *Sub-Agents and Related Parties.* The Collateral Agent may perform any and all its duties and exercise its rights and powers by or through any one or more employees and sub-agents appointed by the Collateral Agent. The Collateral Agent and any such sub-agent may perform any and all its duties and exercise its

rights and powers through their respective Related Parties. The Collateral Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. The exculpatory provisions of Section 17 and this Section shall apply to any such sub-agent and to the Related Parties of the Collateral Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities as well as activities of the Collateral Agent. The Collateral Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

(c) *Information as to Obligations and Actions by Secured Parties.* For all purposes of the Security Documents, including determining the amounts of the Obligations and whether an Obligation is a Contingent Obligation or not, or whether any action has been taken under any Secured Agreement, the Collateral Agent will be entitled to rely on information from (i) its own records for information as to the Credit Parties, their Obligations and actions taken by them, (ii) any Secured Party for information as to its Obligations and actions taken by it, to the extent that the Collateral Agent has not obtained such information from its own records, and (iii) the Borrower, to the extent that the Collateral Agent has not obtained information from the foregoing sources.

(d) *Refusal to Act.* The Collateral Agent may refuse to act on any notice, consent, direction or instruction from any Secured Parties or any agent, trustee or similar representative thereof that, in the Collateral Agent's opinion, (i) is contrary to law or the provisions of any Security Document, (ii) may expose the Collateral Agent to personal liability or (iii) is unduly prejudicial to Secured Parties not joining in such notice, consent, direction or instruction.

SECTION 19. *Termination of Transaction Liens; Release of Collateral.* (a) The Transaction Liens granted by each Guarantor shall terminate when its Secured Guarantee is released pursuant to Section 2(c).

(b) The Transaction Liens granted by the Borrower shall terminate when all the Release Conditions are satisfied.

(c) Notwithstanding the foregoing, the Transaction Liens with respect to property of the Borrower or any Guarantor securing the Obligations will be automatically released, in whole or in part, to the extent permitted in Section 9.21(c) of the Credit Agreement.

(d) Upon any termination of a Transaction Lien or release of Collateral, the Collateral Agent will, subject to the terms of Section 9.21(d) of the Credit Agreement, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the termination of such Transaction Lien or the release of such Collateral, as the case may be, and will duly assign and

transfer to such Grantor any such Collateral that may be in the possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

SECTION 20. *Additional Guarantors and Grantors*. Any Subsidiary may and to the extent required by Section 5.11(b) of the Credit Agreement, shall become a party hereto by signing and delivering to the Collateral Agent a Security Agreement Supplement, whereupon such Subsidiary shall become a “Guarantor” and a “Grantor” as defined herein.

SECTION 21. *Notices*. Each notice, request or other communication given to any party hereunder shall be given in accordance with subsection 9.01 of the Credit Agreement, and in the case of any such notice, request or other communication to a Grantor other than the Borrower, shall be given to it in care of the Borrower.

SECTION 22. *No Implied Waivers; Remedies Not Exclusive*. No failure to exercise and no delay in exercising, on the part of any party hereto, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Without limiting the generality of the foregoing, the making of the Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Collateral Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 23. *Successors and Assigns*. This Agreement is for the benefit of the Collateral Agent and the Secured Parties. If all or any part of any Secured Party’s interest in any Obligation is assigned or otherwise transferred, the transferor’s rights hereunder, to the extent applicable to the obligation so transferred, shall be automatically transferred with such obligation. This Agreement shall be binding on the Grantors and their respective successors and assigns.

SECTION 24. *Amendments and Waivers*. Neither this Agreement nor any provision hereof may be waived, amended, modified or terminated except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with the consent of such Lenders as are required to consent thereto under Section 9.07 of the Credit Agreement. No such waiver, amendment or modification shall (i) be binding upon any Grantor, except with its written consent, or (ii) affect the rights of a Secured Party (other than a Lender) hereunder more adversely than it affects the comparable rights of the Lenders hereunder, without the consent of such Secured Party.

SECTION 25. *Choice of Law.* This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the Transactions shall be construed in accordance with and governed by the law of the State of New York, without giving effect to any conflict of law principles that result in the application of laws of another jurisdiction.

SECTION 26. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY SECURITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 27. *Severability.* Any provision of any Security Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 28. *ABL Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement with respect to the Collateral, the terms of the ABL Intercreditor Agreement shall govern and control; *provided* that the ABL Intercreditor Agreement shall not be construed, by its terms, to modify any security interest granted pursuant to Section 3 hereof. To the extent that any “ABL Priority Collateral” (as defined in the ABL Intercreditor Agreement) is required pursuant to the terms of this Agreement to be delivered to the Collateral Agent, so long as the ABL Intercreditor Agreement is in effect, delivery of such ABL Priority Collateral (as defined in, and pursuant to the terms of, the ABL Intercreditor Agreement) to the ABL Administrative Agent shall be deemed to satisfy such requirement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SCHOOL SPECIALTY, INC.

By: /s/ Michael P. Lavelle

Name:

Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: /s/ Michael P. Lavelle

Name:

Title:

By: /s/ Michael P. Lavelle

Name:

Title:

Guarantors:

CALIFONE INTERNATIONAL, INC.

By: /s/ Michael P. Lavelle

Name:

Title:

CLASSROOMDIRECT.COM, LLC

By: /s/ Michael P. Lavelle

Name:

Title:

CHILDCRAFT EDUCATION CORP.

By: /s/ Michael P. Lavelle

Name:

Title:

DELTA EDUCATION, LLC

By: /s/ Michael P. Lavelle

Name:

Title:

SPORTIME, LLC

By: /s/ Michael P. Lavelle

Name:

Title:

PREMIER AGENDAS, INC.

By: /s/ Michael P. Lavelle

Name:

Title:

BIRD-IN-HAND WOODWORKS, INC.

By: /s/ Michael P. Lavelle

Name:

Title:

**EQUITY INTERESTS IN SUBSIDIARIES AND AFFILIATES
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)**

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Owner of Equity Interest</u>	<u>Percentage Owned</u>	<u>Number of Shares or Units</u>
1. Califone International, Inc.	Delaware	School Specialty, Inc.	100%	100
2. Childcraft Education Corp.	New York	School Specialty, Inc.	100%	1,000
3. ClassroomDirect.com, LLC	Delaware	School Specialty, Inc.	100%	1 member share
4. Delta Education, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
5. Frey Scientific, Inc.	Delaware	School Specialty, Inc.	100%	100
6. Premier Agendas, Inc.	Washington	School Specialty, Inc.	100%	11,200
7. Sax Arts & Crafts, Inc.	Delaware	School Specialty, Inc.	100%	100
8. Sportime, LLC	Delaware	School Specialty, Inc.	100%	100 member shares
9. Premier School Agendas Ltd.	Canada	School Specialty, Inc.	100%	100
10. Select Agendas, Corp.	Canada	School Specialty, Inc.	100%	1,000
11. Bird-In-Hand Woodworks, Inc.	New Jersey	Childcraft Education Corp.	100%	5

INVESTMENT PROPERTY
(other than Equity Interests in Subsidiaries and Affiliates)
OWNED BY ORIGINAL GRANTORS
(as of the Closing Date)

PART 1 — Securities

None.

PART 2 — Securities Accounts

None.

MATERIAL COMMERCIAL TORT CLAIMS

School Specialty, Inc. (“SSI”) v. RR Donnelley & Sons Company (“RRD”), U.S. Dist. Ct. E.D. Wis., Case No.1:12-CV-01034. SSI sued RRD for damages resulting from a deficient printing job. RRD counterclaimed against SSI for fraud in the inducement and breach of contract, claiming SSI concealed known problems with the inks RRD used for the printing job, and SSI breached its contract with RRD by cancelling purchase orders for additional work. RRD seeks damages in excess of \$500,000. Litigation counsel believes that this suit will yield a net payment to SSI.

SECURITY AGREEMENT SUPPLEMENT

SECURITY AGREEMENT SUPPLEMENT dated as of _____, _____, between [NAME OF GRANTOR] (the “**Grantor**”) and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, School Specialty, Inc. (the “**Borrower**”), the other Guarantors party thereto and Credit Suisse AG, as Collateral Agent are parties to a Guarantee and Collateral Agreement dated as of June 11, 2013 (as heretofore amended and/or supplemented, the “**Security Agreement**”) under which the Borrower secures all Obligations (as defined therein) and the Guarantors guarantee the Obligations and secure their respective guarantees thereof;

WHEREAS, [name of Grantor] desires to become [is] a party to the Security Agreement as a Guarantor and Grantor thereunder; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Secured Guarantee.*¹ The Grantor unconditionally guarantees the full and punctual payment of each Obligation when due (whether at stated maturity, upon acceleration or otherwise). The Grantor acknowledges that, by signing this Security Agreement Supplement and delivering it to the Collateral Agent, the Grantor becomes a “Guarantor” and “Grantor” for all purposes of the Security Agreement and that its obligations under the foregoing Secured Guarantee are subject to all the provisions of the Security Agreement (including those set forth in Section 2 thereof) applicable to the obligations of a Guarantor thereunder.

¹ Delete this Section if the Grantor is a Guarantor that is already a party to the Security Agreement.

2. *Grant of Transaction Liens.* (a) In order to secure Obligations, including the Obligations under the Secured Guarantee, as applicable, the Grantor grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all the following property of the Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (the “**New Collateral**”):

[describe property being added to the Collateral]²

(b) With respect to each right to payment or performance included in the Collateral from time to time, the Transaction Lien granted therein includes a continuing security interest in (i) any Supporting Obligation that supports such payment or performance and (ii) any Lien that (x) secures such right to payment or performance or (y) secures any such Supporting Obligation.

(c) The foregoing Transaction Liens are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Grantor with respect to any of the New Collateral or any transaction in connection therewith.

3. *Delivery of Collateral.* Concurrently with delivering this Security Agreement Supplement to the Collateral Agent, the Grantor is complying with the provisions of Section 7 of the Security Agreement with respect to Investment Property, in each case if and to the extent included in the New Collateral at such time.

4. *Party to Security Agreement.* Upon delivering this Security Agreement Supplement to the Collateral Agent, the Grantor will become a party to the Security Agreement and will thereafter have all the rights and obligations of a Guarantor and a Grantor thereunder and be bound by all the provisions thereof as fully as if the Grantor were one of the original parties thereto.

5. *Representations and Warranties.* (a) The Grantor (a) is duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority to own and operate its properties, to lease the properties it operates as lessee and to conduct the business in which it is currently engaged as it is currently conducted, (c) is duly qualified as a foreign corporation

² If the Grantor is not already a party to the Security Agreement, clauses (i) through (xiii) of, and the proviso to, Section 3(a) of the Security Agreement may be appropriate.

and in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification except to the extent that the failure to so qualify could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all applicable laws, rules or regulations except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Grantor has delivered a Perfection Certificate to the Collateral Agent. The information set forth therein is correct and complete as of the date hereof.

(c) The execution and delivery of this Security Agreement Supplement by the Grantor and the performance by it of its obligations under the Security Agreement as supplemented hereby are within its corporate or other powers, have been duly authorized by all necessary corporate or other action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of its organizational documents, or of any agreement, judgment, injunction, order, decree or other instrument binding upon it or result in the creation or imposition of any Lien (except a Transaction Lien) on any of its assets.

(d) The Security Agreement as supplemented hereby constitutes a valid and binding agreement of the Grantor, enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity.

(e) Each of the representations and warranties set forth in Sections 4 through 10 of the Security Agreement is true as applied to the Grantor and the New Collateral. For purposes of the foregoing sentence, references in said Sections to a "Grantor" shall be deemed to refer to the Grantor, references to "Schedules" to the Security Agreement shall be deemed to refer to the corresponding Schedules to this Security Agreement Supplement, references to "Collateral" shall be deemed to refer to the New Collateral, and references to the "Closing Date" shall be deemed to refer to the date on which the Grantor signs and delivers this Security Agreement Supplement.

6. *Governing Law.* This Security Agreement Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement Supplement and the Transactions shall be construed in accordance with and governed by the law of the State of New York, without giving effect to any conflict of law principles that result in the application of laws of another jurisdiction.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement Supplement to be duly executed by their respective authorized officers as of the day and year first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EQUITY INTERESTS IN SUBSIDIARIES AND AFFILIATES
OWNED BY GRANTOR

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Percentage Owned</u>	<u>Number of Shares or Units</u>

INVESTMENT PROPERTY
(other than Equity Interests in Subsidiaries and Affiliates)
OWNED BY GRANTOR

PART 1 — Securities

<u>Issuer</u>	<u>Jurisdiction of Organization</u>	<u>Amount Owned</u>	<u>Type of Security</u>

PART 2 — Securities Accounts

The Grantor owns Security Entitlements with respect to Financial Assets credited to the following Securities Accounts:

<u>Securities Intermediary</u>	<u>Account Number</u>

NOTICE OF GRANT OF SECURITY INTEREST IN COPYRIGHTS

(Copyrights, Copyright Registrations, and Copyright Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]³ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Copyright Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Copyrights), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Copyright Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Copyright Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Copyright (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Copyright registration or application therefor referred to in Schedule 1 hereto;

³ Modify if entity is not a corporation.

(ii) each Exclusive Copyright License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Exclusive Copyright License referred to in Schedule 1 hereto; and

(iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Copyright owned by the Grantor (including, without limitation, any Copyright identified in Schedule 1), and all rights and benefits of the Grantor under any Exclusive Copyright License (including, without limitation, any Exclusive Copyright License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Copyrights has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Copyright Office (and any successor office).

This Notice of Grant of Security Interest in Copyrights may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Copyrights to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[NAME OF GRANTOR]

U.S. COPYRIGHT REGISTRATIONS

Registration No.

Title

EXCLUSIVE COPYRIGHT LICENSES

Name, Date and
Parties to
Agreement

Title(s) of
Works of
Authorship

Copyright
Registration
No(s).

Copyright
Owner(s)

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

(Patents, Patent Applications and Patent Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]⁴ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Patents), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto).

⁴ Modify if entity is not a corporation.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Patents has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Patents may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Patents to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[NAME OF GRANTOR]
U.S. PATENTS AND DESIGN PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>	<u>Title</u>
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U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Application Date</u>	<u>Title</u>
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

[DATE]

WHEREAS, [name of Grantor], a [corporation]⁵ (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto); *provided* that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

⁵ Modify if entity is not a corporation.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[NAME OF GRANTOR]

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>

PERFECTION CERTIFICATE

June 11, 2013

Reference is hereby made to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (the “ABL Security Agreement”), among SCHOOL SPECIALTY, INC., a Wisconsin corporation (“Company”), as a borrower, the subsidiaries of Company party thereto as borrowers, the other guarantors party thereto and BANK OF AMERICA, N.A., as collateral agent (the “ABL Agent”), and (ii) that certain Guarantee and Collateral Agreement, dated as of the date hereof (the “Term Loan Security Agreement” and the Term Loan Security Agreement, together with the ABL Security Agreement, each a “Security Agreement”), among Company, as the borrower, the subsidiaries of Company party thereto as guarantors and CREDIT SUISSE AG, as collateral agent (the “Term Loan Agent” and the Term Loan Agent, together with the ABL Agent, each an “Agent”). Capitalized terms used but not defined herein have the meanings assigned in each applicable Security Agreement.

As used herein, the term “Companies” means each Grantor (as defined in the Security Agreement).

The undersigned hereby certify to each Agent as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective certificate of incorporation or any other organizational document, is set forth in Schedule 1(a). Each Company is (i) the type of entity disclosed next to its name in Schedule 1(a) and (ii) a registered organization except to the extent disclosed in Schedule 1(a). Also set forth in Schedule 1(a) is the organizational identification number, if any, of each Company that is a registered organization, the federal taxpayer identification number of each Company and the jurisdiction of formation of each Company.

(b) Set forth in Schedule 1(b) hereto is any other corporate or organizational names each Company has had in the past five years, together with the date of the relevant change.

(c) Set forth in Schedule 1(c) is a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any

¹ To be conformed to final agreed form of Perfection Certificate.

time in the past five years. Also set forth in Schedule 1(c) is the information required by Section 1 of this certificate for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time in the past five years. Except as set forth in Schedule 1(c), no Company has changed its jurisdiction of organization at any time during the past twelve months.

2. Current Locations. (a) The chief executive office of each Company is located at the address set forth in Schedule 2(a) hereto.

(b) Set forth in Schedule 2(b) are all locations where each Company maintains any books or records relating to any Account.

(c) Set forth in Schedule 2(c) hereto are all other locations where each Company maintains any of the Collateral consisting of inventory or equipment, in each case with an aggregate value in excess of \$250,000 at any one location.

(d) Set forth in Schedule 2(d) hereto are the names and addresses of all persons or entities other than each Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment, in each case with an aggregate value in excess of \$250,000 at any one location.

3. Prior Locations. (a) Set forth in Schedule 3(a) is the information required by Schedule 2(a) or Schedule 2(b) with respect to each location or place of business previously maintained by any Company at any time during the past four months.

(b) Set forth in Schedule 3(b) is the information required by Schedule 2(c) or Schedule 2(d) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past twelve months.

4. UCC Filings. Financing statements attached as Schedule 4 have been prepared for filing in the proper Uniform Commercial Code filing offices in the jurisdictions identified in Schedule 5 hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule of the appropriate filing offices for the Uniform Commercial Code financing statements attached hereto as Schedule 4.

6. Termination Statements. Attached hereto as Schedule 6(a) are the duly authorized termination statements in the appropriate form for filing in each applicable jurisdiction identified in Schedule 6(b) hereto with respect to each Lien described therein.

7. Stock Ownership and Other Equity Interests. Attached hereto as Schedule 7(a) is a true and correct list of each of all of the authorized, and the issued and outstanding, stock, partnership interests, limited liability company membership interests or other equity interest of each Company and its Subsidiaries and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests.

8. Instruments and Tangible Chattel Paper. Attached hereto as Schedule 8 is a true and correct list of all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of indebtedness, in each case in excess of \$250,000 on an individual basis, held by each Company as of the closing date, including all intercompany notes between or among any two or more Companies.

9. Intellectual Property. (a) Attached hereto as Schedule 9(a) is a schedule setting forth all of each Company's Patents and Trademarks (each as defined in the Security Agreement) issued, registered or applied for issuance or registration with the United States Patent and Trademark Office, including the name of the registered owner and the registration or application number, as applicable, of each such Patent and Trademark owned by each Company.

(b) Attached hereto as Schedule 9(b) is a schedule setting forth all titles of each Company's United States Copyrights (as defined in the Security Agreement), including the name of the registered owner and the registration number of each such Copyright.

(c) [Attached hereto as Schedule 9(c) is a schedule setting forth all of each Company's Exclusive Copyright Licenses (as defined in the Security Agreement) including in each case (i) the name and date of and the parties to such Exclusive Copyright License and (ii) to the extent referenced in such Exclusive Copyright License, the titles and the United States Copyright registration numbers of all works of authorship or copyrights that are the subject of such Exclusive Copyright License.]²

10. Commercial Tort Claims. Attached hereto as Schedule 10 is a true and correct list of all Commercial Tort Claims (as defined in the Security Agreement) held by each Company, with a value reasonably estimated to exceed \$250,000 on an individual basis, including a brief description thereof.

11. Deposit Accounts, Securities Accounts and Commodity Accounts. Attached hereto as Schedule 11 is a true and complete list of all Deposit Accounts, Securities Accounts and Commodity Accounts (each as defined in the Security Agreement) maintained by each Company (excluding any bankruptcy reserve and distribution accounts established in connection with the Plan of Reorganization), including the name of each institution where each such account is held, the type of each such account and the name of each entity that holds each account.

² Not required to be included in the Perfection Certificate delivered at Closing.

12. Letter-of-Credit Rights. Attached hereto as Schedule 12 is a true and correct list of all Letters of Credit issued in favor of each Company, as beneficiary thereunder, in each case with a face amount in excess of \$250,000.

[The Remainder of this Page has been intentionally left blank]

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written above.

[GRANTOR]

By: _____
Name:
Title:

ISSUER CONTROL AGREEMENT

ISSUER CONTROL AGREEMENT dated as of _____, among _____ (the “**Grantor**”), CREDIT SUISSE AG, as Collateral Agent under the Guarantee and Collateral Agreement, dated as of June 11, 2013, among the Grantor, CREDIT SUISSE AG and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) (in such capacity, the “**First Lien Agent**”), BANK OF AMERICA, N.A., as Agent under the Guarantee and Collateral Agreement, dated as of June 11, 2013, among the Grantor, BANK OF AMERICA, N.A. and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**” and, together with the First Lien Security Agreement, the “**Security Agreements**”) (in such capacity, the “**Second Lien Agent**”, and together with the First Lien Agent, the “**Agents**”, and each, an “**Agent**”) and _____ (the “**Issuer**”). All references herein to the “**UCC**” refer to the Uniform Commercial Code as in effect from time to time in [Issuer’s jurisdiction of incorporation].

WITNESSETH:

WHEREAS, the Grantor is the registered holder of [specify Pledged Uncertificated Securities issued by the Issuer] issued by the Issuer (the “**Securities**”);

WHEREAS, pursuant to the Security Agreements, the Grantor has granted to the Agents a continuing security interest (the “**Transaction Lien**”) in all right, title and interest of the Grantor in, to and under the Securities, whether now existing or hereafter arising; and

WHEREAS, the parties hereto are entering into this Agreement in order to perfect the Transaction Lien on the Securities;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Nature of Securities.* The Issuer confirms that (i) the Securities are “uncertificated securities” (as defined in Section 8-102 of the UCC) and (ii) the Grantor is registered on the books of the Issuer as the registered holder of the Securities.

Section 2. *Instructions.* (i) The Issuer agrees to comply with any “instruction” (as defined in Section 8-102 of the UCC) originated by the Controlling Secured Party and relating to the Securities without further consent by the Grantor or any other person; provided that notwithstanding the foregoing provisions of this Section 2 or any provisions herein to the contrary, prior to the Issuer’s receipt of a Notice of Termination (defined below) from the First Lien Agent, the Issuer shall not comply with any such instructions from the Second Lien Agent unless such instructions are accompanied by a written approval thereof of the First Lien Agent. The Grantor consents to the foregoing agreement by the Issuer.

(ii) As used herein, the term “**Controlling Secured Party**” means the First Lien Agent until such time as the Issuer has received written notice, in substantially the form attached as Annex A hereto (a “**Notice of Termination**”), from the First Lien Agent stating in substance that henceforth the Second Lien Agent will be the Controlling Secured Party, and has had a reasonable time (not to exceed one (1) Business Day) to act thereon, at which time the Second Lien Agent will replace the First Lien Agent as the Controlling Secured Party for purposes of this Agreement and the First Lien Agent shall have no further rights (including, without limitation, ability to give instructions pursuant to Section 2(i)) or obligations under this Agreement, other than obligations which arose or which derive from events which occurred while the First Lien Agent was the Controlling Secured Party. Until the First Lien Agent has delivered a Notice of Termination, the Second Lien Agent irrevocably instructs the Issuer to adhere to the instructions of the First Lien Agent.

Section 3. *Conflicting Orders or Instructions.* Notwithstanding anything to the contrary contained herein, if at any time the Issuer shall receive conflicting orders or instructions from the Grantor and either Agent, the Issuer shall follow the orders or instructions of such Agent, not the Grantor.

Section 4. *Waiver of Lien; Waiver of Set-off.* The Issuer waives any security interest, lien or right of set-off that it may now have or hereafter acquire in or with respect to the Securities. The Issuer's obligations in respect of the Securities will not be subject to deduction, set-off or any other right in favor of any person other than the Agents.

Section 5. *Choice of Law.* This Agreement shall be governed by the laws of [Issuer's jurisdiction of incorporation].

Section 6. *Conflict with Other Agreements.* There is no agreement (except this Agreement) between the Issuer and the Grantor with respect to the Securities [except for [identify any other existing agreements] (the "**Existing Other Agreements**")]. In the event of any conflict between this Agreement (or any portion hereof) and any other agreement [(including any Existing Other Agreement)] between the Issuer and the Grantor with respect to the Securities, whether now existing or hereafter entered into, the terms of this Agreement shall prevail.

Section 7. *Amendments.* No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

Section 8. *Notice of Adverse Claims.* Except for the claims and interests of the Agents and the Grantor in the Securities, the Issuer does not know of any claim to, or interest in, the Securities. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, attachment, execution or similar process) against the Securities, the Issuer will promptly notify the Secured Party and the Grantor thereof.

Section 9. *Maintenance of Securities.* In addition to, and not in lieu of, the obligation of the Issuer to honor instructions as agreed in Section 2 hereof, the Issuer agrees as follows:

(i) *Grantor Instructions; Notice of Exclusive Control.* So long as the Issuer has not received a Notice of Exclusive Control (as defined below), the Issuer may comply with instructions of the Grantor or any duly authorized agent of the Grantor in respect of the Securities. After the Issuer receives a written notice from the Controlling Secured Party that it is exercising exclusive control over the Securities (a “ **Notice of Exclusive Control**”), the Issuer will cease complying with instructions of the Grantor or any of its agents.²

(ii) *Non-Cash Dividends and Distributions.* The Issuer shall deliver to the Controlling Secured Party all non-cash dividends, interest and other non-cash distributions paid or made upon or with respect to the Securities.

(iii) *Voting Rights.* Until the Issuer receives a Notice of Exclusive Control, the Grantor shall be entitled to direct the Issuer with respect to voting the Securities.

(iv) *Statements and Confirmations.* The Issuer will promptly send copies of all statements and other correspondence concerning the Securities simultaneously to each of the Grantor and the Agents at their respective addresses specified in Section 12 hereof.

(v) *Tax Reporting.* All items of income, gain, expense and loss recognized in respect of the Securities shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Grantor.

Section 10. *Representations, Warranties and Covenants of the Issuer.* The Issuer makes the following representations, warranties and covenants:

(i) This Agreement is a valid and binding agreement of the Issuer enforceable in accordance with its terms.

(ii) The Issuer has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Securities pursuant to which it has agreed, or will agree, to comply with instructions (as defined in Section 8-102 of the UCC) of such person. The Issuer has not entered into any other agreement with the Grantor or either Agent to limit or condition the obligation of the Issuer to comply with instructions as agreed in Section 2 hereof.

Section 11. *Successors.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 12. *Notices.* Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile or other electronic transmission)

² Delete subsection (i) if the Grantor will not be permitted to sell the Securities.

and shall be effective (i) when delivered to such party at its address specified below, (ii) when sent to such party by facsimile or other electronic transmission, addressed to it at its facsimile number or electronic address specified below, and such party sends back an electronic confirmation of receipt or (iii) ten days after being sent to such party by certified or registered United States mail, addressed to it at its address specified below, with first class or airmail postage prepaid:

Grantor:

First Lien Agent:

Second Lien Agent:

Issuer:

Any party may change its address, facsimile number and/or e-mail address for purposes of this Section by giving notice of such change to the other parties in the manner specified above.

Section 13. *Termination.* The rights and powers granted herein to the Agents (i) have been granted in order to perfect the Transaction Lien, (ii) are powers coupled with an interest and (iii) will not be affected by any bankruptcy of the Grantor or any lapse of time. The obligations of the Issuer to the First Lien Agent hereunder shall continue in effect until the security interest of the First Lien Agent in the Securities has been terminated pursuant to the terms of the First Lien Security Agreement and the First Lien Agent has notified the Issuer of such termination by delivering to the Issuer a Notice of Termination. The obligations of the Issuer to the Second Lien Agent pursuant to this Agreement shall continue in effect until the security interest of the Second Lien Agent in the Securities has been terminated pursuant to the terms of the Second Lien Security Agreement and the Second Lien Agent has notified the Issuer of such termination by delivering to the Issuer a Notice of Termination. Each Agent agrees to provide a Notice of Termination in substantially the form of Annex B hereto to the Issuer, with a copy to the Grantor, upon the request of the Grantor on or after the termination of such Agent's security interest in the Securities pursuant to the terms of the applicable Security Agreement.

Section 14. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

(remainder of page intentionally blank; signature pages follow)

[NAME OF GRANTOR]

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as First Lien Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Second Lien Agent

By: _____
Name:
Title:

[NAME OF ISSUER]

By: _____
Name:
Title:

[Letterhead of Controlling Secured Party]

[Date]

[Name and Address of Issuer]

Attention:

Re: Notice of Exclusive Control

Ladies and Gentlemen:

As referenced in the Issuer Control Agreement dated as of _____, _____ among [name of Grantor], CREDIT SUISSE AG, BANK OF AMERICA, N.A. and you (a copy of which is attached), we notify you that we will hereafter exercise exclusive control over [specify Pledged Uncertificated Securities] registered in the name of [name of Grantor] (the “**Securities**”). You are instructed not to accept any directions or instructions with respect to the Securities from any person other than the undersigned unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [name of Grantor].

Very truly yours,

[CONTROLLING SECURED PARTY],
as Controlling Secured Party

By: _____
Name:
Title:

cc: [name of Grantor]

[Letterhead of the applicable Agent]

[Date]

[Name and Address of Issuer]

Attention:

Re: Notice of Termination of Issuer Control Agreement

This letter serves as notice to the Issuer in accordance with Section 13 of the Issuer Control Agreement dated as of [•], [•] (the “*Agreement*”) among [name of Grantor], you, CREDIT SUISSE AG and BANK OF AMERICA, N.A. (a copy of which is attached) (capitalized terms used but not defined herein shall have the meaning assigned thereto in the Agreement) that [each Agent][the First Lien Agent][the Second Lien Agent] is hereby permanently releasing its control over the Securities and releases the Issuer from any further obligation to comply with instructions originated by [each Agent][the First Lien Agent][the Second Lien Agent] with respect to the Securities. [[The Agreement is terminated and you have no further obligations to the Agents pursuant to the Agreement.]⁸ [The Agreement is terminated and you have no further obligations to the [First Lien Agent][Second Lien Agent] pursuant to the Agreement.]⁹ Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Securities from [name of Grantor]]¹⁰ [The Agreement shall remain in effect until you are in receipt of notices in the form of this letter from

⁸ Use if from both Agents.

⁹ Use if from one agent, and the other Agent has previously delivered a Notice of Termination to the Financial Institution.

¹⁰ Use if from both Agents, or if the other Agent has previously delivered a Notice of Termination to the Financial Institution.

both the First Lien Agent and the Second Lien Agent. You have no further obligations to the [First Lien Agent][Second Lien Agent]¹¹. This notice terminates any obligations you may have to the undersigned with respect to the Securities, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [name of Grantor] pursuant to any other agreement.

Very truly yours,

[CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
First Lien Agent

By: _____
Name:
Title:

By: _____
Name:
Title:]

[BANK OF AMERICA, N.A., as Second Lien Agent

By: _____
Name:
Title:]

¹¹ Use if from one Agent, and the other Agent has not delivered a Notice of Termination to the Financial Institution.

SUBSIDIARIES OF THE REGISTRANT

NAME	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION
1. ClassroomDirect.com, LLC	Delaware
2. Childcraft Education Corp.	New York
3. Bird-in-Hand Woodworks, Inc.	New Jersey
4. Frey Scientific, Inc.	Delaware
5. Sportime, LLC	Delaware
6. Sax Arts & Crafts, Inc.	Delaware
7. Premier Agendas, Inc.	Washington
8. Premier School Agendas, Ltd.	Canada
9. Select Agendas, Corp.	Canada
10. Califone International, Inc.	Delaware
11. Delta Education, LLC	Delaware

CERTIFICATIONS PURSUANT TO SECTION 302 OF THE SARBANES OXLEY ACT OF 2002
CERTIFICATION

I, Michael P. Lavelle, certify that:

1. I have reviewed this annual report on Form 10-K of School Specialty, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2013

/s/ Michael P. Lavelle

Michael P. Lavelle
President and Chief Executive Officer

CERTIFICATIONS PURSUANT TO SECTION 302 OF THE SARBANES OXLEY ACT OF 2002
CERTIFICATION

I, David N. Vander Ploeg, certify that:

1. I have reviewed this annual report on Form 10-K of School Specialty, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2013

/s/ David N. Vander Ploeg

David N. Vander Ploeg
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION
906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael P. Lavelle, President and Chief Executive Officer of School Specialty, Inc., certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the knowledge of the undersigned:

1. The Annual Report on Form 10-K for the fiscal year ended April 27, 2013 (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of School Specialty, Inc.

Date: August 7, 2013

/s/ Michael P. Lavelle

Michael P. Lavelle

President and Chief Executive Officer

This certification accompanies this Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed as filed by School Specialty, Inc. for purposes of Securities Exchange Act of 1934.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION
906 OF THE SARBANES-OXLEY ACT OF 2002**

I, David N. Vander Ploeg, Executive Vice President and Chief Financial Officer of School Specialty, Inc., certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the knowledge of the undersigned:

1. The Annual Report on Form 10-K for the fiscal year ended April 27, 2013 (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of School Specialty, Inc.

Date: August 7, 2013

/s/ David N. Vander Ploeg

David N. Vander Ploeg

Executive Vice President and Chief Financial Officer

This certification accompanies this Annual report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed as filed by School Specialty, Inc. for purposes of Securities Exchange Act of 1934.

SCHOOL SPECIALTY, INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
FISCAL YEARS ENDED APRIL 27, 2013, APRIL 28, 2012 AND APRIL 30, 2011

<u>Description</u>	<u>Date</u>	<u>Balance at Beginning of Period</u>	<u>Charged to Costs and Expenses</u>	<u>Charged to Other Accounts</u>	<u>Deductions</u>	<u>Balance at End of Period</u>	<u>Date</u>
Allowance for doubtful accounts	April 24, 2010	2,104,000	329,000	—	(482,000)	1,951,000	April 30, 2011
April 30, 2011							April 28, 2012
April 28, 2012		1,951,000	1,352,000	—	(1,231,000)	2,072,000	April 27, 2013
Restructuring reserve	April 24, 2010	1,526,000	1,985,000	—	(3,150,000)	361,000	April 30, 2011
April 30, 2011							April 28, 2012
April 28, 2012		361,000	2,313,000	—	(1,551,000)	1,123,000	April 27, 2013
April 28, 2012		1,123,000	1,561,000	—	(1,968,000)	716,000	

